

City of Miami Beach - City Commission Meeting
Commission Chambers, 3rd Floor, City Hall
1700 Convention Center Drive
June 8, 2005

Mayor David Dermer
Vice-Mayor Luis R. Garcia, Jr.
Commissioner Matti Herrera Bower
Commissioner Simon Cruz
Commissioner Saul Gross
Commissioner Jose Smith
Commissioner Richard L. Steinberg

City Manager Jorge M. Gonzalez
City Attorney Murray H. Dubbin
City Clerk Robert E. Parcher

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ATTENTION ALL LOBBYISTS

Chapter 2, Article VII, Division 3 of the City Code of Miami Beach entitled "Lobbyists" requires the registration of all lobbyists with the City Clerk prior to engaging in any lobbying activity with the City Commission, any City Board or Committee, or any personnel as defined in the subject Code sections. Copies of the City Code sections on lobbyists laws are available in the City Clerk's office. Questions regarding the provisions of the Ordinance should be directed to the Office of the City Attorney.

Special note: In order to ensure adequate public consideration, if necessary, the Mayor and City Commission may move any Commission item to the alternate meeting date.

Call to Order - 9:00 a.m.
Inspirational Message, Pledge of Allegiance
Requests for Additions, Withdrawals, and Deferrals

Presentations and Awards

PA Presentations and Awards

Consent Agenda

C2 Competitive Bid Reports
C4 Commission Committee Assignments
C6 Commission Committee Reports
C7 Resolutions

Regular Agenda

R2 Competitive Bid Reports
R5 Ordinances
R7 Resolutions
R9 New Business and Commission Requests
R10 City Attorney Reports

Reports and Informational Items

Miami Beach



2003

*"We are committed to providing excellent public service and
safety to all who live, work, and play in our vibrant, tropical, historic community."*

PA - Presentations and Awards

- PA1 Certificates Of Appreciation To Be Presented To Employee Of The Month "At Your Service Award" Winners For The Months Of March, April And May 2005. (Page 2)
(City Manager's Office)
- PA2 Certificate Of Appreciation To Be Presented To Wendy Raphaely, Director Of Hands On Miami, For Exemplary Contribution To The Community During National Youth Service Weekend.
(Requested by Vice-Mayor Luis R. Garcia)
(Deferred from May 18, 2005)
- PA3 Presentation Of The City Of Miami Beach Hospitality And Tourism Scholarships.
(Tourism & Cultural Development)
- PA4 Certificate Of Appreciation To Be Presented To Judge Robert Newman For His Service As Chief Special Master.
(City Clerk's Office)
- PA5 Acknowledgement Of The New Generation Youth Leadership And Workforce Institute Program And The Office Of Tourism And Cultural Development.
(Requested by Commissioner Matti Herrera Bower)
- PA6 Certificates Of Appreciation To Be Presented To The City Of Miami Beach Departments, For Their Participation And Support During The Memorial Day Weekend.
(City Manager's Office)
- PA7 Proclamation To Be Presented Declaring June 2005 As "Gay Pride Month" In The City Of Miami Beach.
(Office Of The Mayor And Commission)

CONSENT AGENDA

Action:
Moved:
Seconded:
Vote:

C2 - Competitive Bid Reports

- C2A Request For Approval To Purchase One (1) 2005 Sterling LT7500 Truck Chassis With A 12 Cubic Yard Dump Body, From Atlantic Truck Center, Pursuant To Florida State Contract No. 04-12-0823, In The Amount Of \$78,684.00.
(Page 5)
(Fleet Management)

C2 - Competitive Bid Reports (Continued)

- C2B Request For Approval To Purchase One (1) 2005 John Deere 35D Mini Excavator, From Nortrax, Pursuant To Federal General Services Administration Contract No. GS-30F-1021D, In The Amount Of \$36,595.40. (Page 8)
(Fleet Management)
- C2C Request For Approval To Purchase One (1) 2005 Ford F-450 4x4 Crew Cab Pick Up Truck, From Duval Ford, In The Amount \$41,621.00, Pursuant To Florida State Contract No. 070-650-025. (Page 11)
(Fleet Management)

C4 - Commission Committee Assignments

- C4A Referral To The Neighborhood/Community Affairs Committee - Discussion Regarding Early Voting For The November 1, 2005 General Election. (Page 15)
(City Clerk's Office)
- C4B Referral To The Land Use And Development Committee - Removal Of Historic Signs: An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, By Amending Chapter 138, "Signs," By Amending Article I, "In General," By Amending Section 138-11 To Clarify The Requirements And Procedures For The Removal Of Signs; Providing For Inclusion In The City Code; Providing For Repealer, Severability And An Effective Date. (Page 17)
(Planning Department)
- C4C Referral To The Land Use And Development Committee - Reconstruction Of Demolished Properties And Engineering Requirements: An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, By Amending Chapter 118, "Administration And Review Procedures," Article X, "Historic Preservation," Division 1, "Generally," By Amending Section 118-503 To Modify The Requirements For An After-The-Fact Certificate Of Appropriateness; By Amending Chapter 118, "Administration And Review Procedures," Article X, "Historic Preservation," Division 3, "Issuance Of Certificate Of Appropriateness/Certificate To Dig/Certificate Of Appropriateness For Demolition," By Amending Section 118-562 To Add A Requirement For An Independent Structural Evaluation For Demolition Requests; Providing For Repealer, Codification, Severability And An Effective Date. (Page 21)
(Planning Department)
- C4D Referral To The Neighborhood/Community Affairs Committee - A Request By The Wolfsonian, A Museum Of Florida International University, To Increase Floor Area Ratio Pursuant To City Charter Section 1.03(C) (Page 29)
(City Clerk's Office)

C6 - Commission Committee Reports

- C6A Report Of The Finance And Citywide Projects Committee Meeting Of May 24, 2005: **1)** Discussion Regarding The Status Of The 1996 Swap-Option Agreement On The Series 1994 Taxable Pension Special Obligation Bonds Between The City Of Miami Beach And Morgan Stanley Capital Services, Inc.; **2)** Discussion Regarding Refunding Of The Miami Beach Redevelopment Agency Tax Increment Revenue Bonds, Series 1993 And 1996; **3)** Discussion Regarding Criteria For Allocation Of Quality Of Life Funds; **4)** Discussion Regarding The Urban Impact Compensation Fund; **5)** Discussion Regarding A Proposed Amendment To The City's Agreement With Glatting Jackson Kercher Anglin Lopez Rinehart For The Planning And Design Of The West Avenue Neighborhood Right Of Way Improvement Project To Provide For Additional Professional Services In The Amount Of \$134,009 Required To Implement The Project; **6)** Discussion Regarding A Proposed Amendment To The Agreement Between The City Of Miami Beach And Edwards And Kelsey, Inc. For The Planning And Design Of The Venetian Islands Neighborhood Improvement Project To Provide For Additional Professional Services; **7)** Discussion Regarding The Capital Improvement Of The Rotunda And 21st Street Complex; And **8)** Discussion Regarding The Parking System Capital Budget/Walker Parking Plan. (Page 32)

C7 - Resolutions

- C7A A Resolution Setting A Public Hearing Pursuant To Section 142-425, Miami Beach City Code, To Consider An Amendment To The Zoning Map By Changing The Zoning District Classification Of The Properties Located At 2608 And 2614 Biarritz Drive (F/K/A 1185 And 1205 North Shore Drive), From GU (Government Use) To RS-3 (Single Family Residential), Following The Conveyance By The City To A Private Party, All In Accordance With The City's Comprehensive Plan And Land Development Regulations. (Page 61)
(Asset Management)
- C7B A Resolution Approving Amendment Five To Glatting Jackson Kercher Anglin Lopez Rinehart ("Glatting Jackson") Agreement With The City For The Planning Of The West Avenue Neighborhood Right Of Way Improvement Project ; To Provide For Additional Professional Services In The Amount Of \$134,009 Required To Finalize The Planning Phase Of The Project; And Further Appropriating Funding For This Purpose As Follows: \$62,984 In Series 2000 Stormwater Bond Funds; \$20,102 In Series 2000 Water And Sewer Bond Funds; And \$50,923 In 1999 G.O. Bond Funds. (Page 66)
(Capital Improvement Projects)
- C7C A Resolution Electing Commissioner Matti Herrera Bower As Vice-Mayor For A Term Commencing On July 1, 2005, And Terminating On October 31, 2005, Or On Such Date When A New Vice-Mayor Is Thereafter Elected. (Page 83)
(City Clerk's Office)

C7 - Resolutions (Continued)

- C7D A Resolution Setting A Public Hearing For July 6, 2005, On The Proposed Uses Of The Edward Byrne Memorial Justice Assistance Grant Funds; Further Granting Retroactive Approval For The City Manager Or His Designee To Submit A Grant Application For Said Grant; Further Appropriating The Grant Funds If Approved And Accepted By The City; And Authorizing The Execution Of All Necessary Documents Related To This Application. (Page 86)
(Grants Management)
- C7E A Resolution Approving And Authorizing The Execution Of A Memorandum Of Agreement With Miami-Dade County, In An Amount Not To Exceed Of \$137,946, For The Installation Of Landscaping Along Alton Road From 23rd Street To 60th Street. (Page 91)
(Grants Management)
- C7F A Resolution Authorizing The Mayor, Or His Designee, And The City Clerk To Execute A Mutual Aid Agreement With The City Of Hialeah, The City Of North Bay Village, The City Of North Miami, The City Of North Miami Beach, The Village Of Pinecrest, The City Of Sunny Isles Beach, The City Of Sweetwater, And The City Of Virginia Gardens, Florida, For The Purpose Of Coordinating Law Enforcement Planning, Operations, And Mutual Aid Benefit. (Page 96)
(Police Department)
- C7G A Resolution Authorizing The Mayor And The City Clerk To Execute An Interlocal Agreement Between The City And Miami-Dade County, Florida, Permitting Miami Beach Police Officers And Parking Enforcement Specialists I And II To Enforce Provisions Of The Miami-Dade County Code, Specifically Regarding Vehicles For Hire Regulations. (Page 147)
(Police Department)
- C7H A Resolution Authorizing The Issuance Of A Request For Qualifications (RFQ) From Transportation Planning / Traffic Engineering Firms Interested In Conducting A "Coastal Communities Transportation Master Plan" Study For Seven Coastal Municipalities In Northeast Miami-Dade County, Under Miami Beach Leadership, Which Study Is Estimated To Cost \$275,000; Authorizing The Advancement Of \$111,546 In Concurrency Mitigation Funds (CMF) For Subsequent Reimbursement By The Metropolitan Planning Organization Funds Awarded For The Study; Authorizing The Appropriation Of An Additional \$38,454 In Concurrency Mitigation Funds, Over And Above The \$125,000 Previously Appropriated By Resolution No. 2005-25826, Dated February 23, 2005, To Fund The \$163,454 Revised Local Match Requirement; Which Local Match Shall Be Partly Reimbursed By Contributions To Be Received From Municipalities Involved In The Coastal Communities Study. (Page 160)
(Public Works)
- C7I A Resolution To Award A Contract In The Amount Of \$653,900 To Camp Dresser & McKee Inc. (CDM), For The Installation, Configuration, Start-Up And Training Of A Computerized Maintenance Management System CMMS. (Page 175)
(Public Works)

C7 - Resolutions (Continued)

- C7J A Resolution Approving The Renewal Of The National Pollutant Discharge Elimination System (NPDES) Interlocal Agreements Between Miami-Dade County And All Co-Permittees Named In NPDES Permit No. FLS000003, For Monitoring Costs And Shared Storm Sewer Systems.
(Page 202)
(Public Works)
- C7K A Resolution Setting A Public Hearing Pursuant To Miami Beach City Code Section 118-262, To Review An Appeal By Miami Beach Hotel Investors, LLC, (Effectuated Entity), Petitioner Of An Order Of The Design Review Board Requested By Hotelarama Associates, LTD, Pertaining To DRB File No. 17369, Which Extended The Time To Obtain A Building Permit For A Previously Approved Project.
(Page 215)
(City Clerk's Office)
- C7L A Resolution Authorizing The Issuance Of A Request For Proposals (RFP) For The Design, Installation, On-Going Servicing And Maintenance Of A Citywide Holiday Decorations Program For An Initial Period Of Three (3) Years And Two (2) One Year Renewal Periods At The Sole Discretion Of The City. (Page 222)
(Parks & Recreation/Public Works)
- C7M A Resolution Authorizing The Issuance Of Request For Qualifications (RFQ) No. 26-04/05 For Architectural, Engineering, Urban Design, And Landscape Architecture Services For The Planning, Design, Bid And Award, And Construction Administration Services For The Historic Preservation, Restoration And/Or Rehabilitation Of The Little Stage Theater, Carl Fisher Clubhouse, Demolition Of The 21st Street Bandshell Project (Little Stage Theater Complex). (Page 227)
(Capital Improvement Projects)
- C7N A Resolution Approving The Settlement Of A City Lien On Real Property Located At 1735 Bay Drive, Miami Beach, Florida, Owned By Elio And Ofelia Mora, Resulting From Special Master Case Nos. JC02000072, JC04000061, JC04000062, JC990753, JC990754, Utility Bill #500790 And City Bill #CB60569 Providing That The Liens In The Amount Of \$182,972.69 Plus Interest Be Settled For The Amount Of \$18,660.75. (Page 238)
(City Manager's Office)

End of Consent Agenda

PA - Presentations and Awards

- PA1 Certificates Of Appreciation To Be Presented To Employee Of The Month "At Your Service Award" Winners For The Months Of March, April And May 2005.
(City Manager's Office)
- PA2 Certificate Of Appreciation To Be Presented To Wendy Raphaely, Director Of Hands On Miami, For Exemplary Contribution To The Community During National Youth Service Weekend.
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(City Manager's Office)
- PA7 Proclamation To Be Presented Declaring June 2005 As "Gay Pride Month" In The City Of Miami Beach.
(Office Of The Mayor And Commission)

AGENDA ITEM PA1-7
DATE 6-8-05

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY



Condensed Title:

Request For Approval To Purchase One (1) 2005 Sterling LT7500 Truck Chassis With A 12 Cubic Yard Dump Body, From Atlantic Truck Center, Pursuant To Florida State Contract No. 04-12-0823, In The Amount Of \$78,684.00.

Issue:

Shall the Commission approve the purchase?

Item Summary/Recommendation:

The 2005 Sterling LT7500 Chassis with 12 Cubic Yard Dump Body is being purchased by the Sewer Operations and Maintenance Division. The vehicle is a **replacement** for 0614-1 and will be used in the excavation and removal of debris.


The Administration recommends approving the purchase.

Advisory Board Recommendation:

n/a

Financial Information:

Source of Funds:		Amount	Account	Approved
	1	\$78,684.00	425.0420.000673 PW Sewer Div	
	2		Enterprise Fund Capital Account	
	3			
	4			
	Total	\$78,684.00		


Finance Dept.

City Clerk's Office Legislative Tracking:

Andrew Terpak

Sign-Offs:

Department Director		Assistant City Manager	City Manager
AET GL	FB	RCM	JMG

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AGENDA ITEM

C2A

DATE

6-8-05

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: June 8, 2005

From: Jorge M. Gonzalez
City Manager

Subject: REQUEST FOR APPROVAL TO PURCHASE ONE (1) 2005 STERLING LT7500 TRUCK CHASSIS WITH A 12 CUBIC YARD DUMP BODY, FROM ATLANTIC TRUCK CENTER, PURSUANT TO FLORIDA STATE CONTRACT NO. 04-12-0823, IN THE AMOUNT OF \$78,684.00.

ADMINISTRATION RECOMMENDATION

Approve the purchase.

BID AMOUNT AND FUNDING

\$78,684.00 Public Works Sewer Division Enterprise Fund 425.0420.000673 Capital Account.

ANALYSIS

The vehicle is recommended to be purchased pursuant to Florida State Contract No. 04-12-0823.

The 2005 Sterling LT7500 with 12 Cubic Yard dump body is a budgeted replacement and will be funded by the Public Works Sewer Division Enterprise Fund. This vehicle will be used daily by the Public Works Sewer Operations and Maintenance Division for the excavation and removal of debris.

The vehicle listed below has met or exceeded the established criteria for replacement:

Veh#	Dept.	Year	Make/Model	Mileage	Life To Date Maintenance	Condition
0614-1	0420	1981	International F2554	57,491	\$71,625.73	Poor

Criteria for replacement of vehicles are based on age, mileage, maintenance, engine hours (one engine hour idling = 35 miles), and overall condition of the vehicle. The life to date maintenance includes all costs associated with the vehicle, including, but not limited to, repairs, routine maintenance, accidents and other damage.

All deadlined vehicles and equipment are used as a trade-in or sold at public auction. This process effectively reduces our cost of ownership and completes the life cycle.

CONCLUSION

The Administration recommends that the City Commission approve the purchase of one (1) 2005 Sterling LT7500 Truck Chassis with a 12 cubic yard Dump body, from Atlantic Truck Center in the amount of \$78,684.00, pursuant to Florida State Contract No. 04-12-0823.

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**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

Request For Approval To Purchase One (1) 2005 John Deere 35D Mini-Excavator, From Nortrax, Pursuant To Federal General Services Administration Contract No. GS-30F-1021D, In The Amount Of \$36,595.40.

Issue:

Shall the Commission approve the purchase?

Item Summary/Recommendation:

The 2005 John Deere Mini-Excavator is being purchased by the Public Works Storm Water Division. The vehicle is a **replacement** for 0688 and will be used for the excavation and repair of water, sewer, storm water lines, residential easements, and other confined spaces.

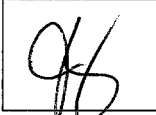
The Administration recommends approving the purchase.

Advisory Board Recommendation:

n/a

Financial Information:

Source of Funds:	Amount	Account	Approved
	1	\$36,595.40	427.0427.000673 PW Storm Water Div Enterprise Fund Capital Acct
	2		
	3		
	4		
	Total	\$36,595.40	


Finance Dept.

City Clerk's Office Legislative Tracking:

Andrew Terpak

Sign-Offs:

Department Director		Assistant City Manager	City Manager
AET	FB	RCM	JMG
GL			

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AGENDA ITEM C2B

DATE 6-8-05

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: June 8, 2005

From: Jorge M. Gonzalez
City Manager

Subject: REQUEST FOR APPROVAL TO PURCHASE ONE (1) 2005 JOHN DEERE 35D MINI-EXCAVATOR, FROM NORTRAX, PURSUANT TO FEDERAL GENERAL SERVICES ADMINISTRATION CONTRACT NO. GS-30F-1021D, IN THE AMOUNT OF \$36,595.40.

ADMINISTRATION RECOMMENDATION:

Approve the purchase.

BID AMOUNT AND FUNDING:

\$36,595.40 Public Works Storm Water Division Enterprise Fund 427.0427.000673
Capital Account

ANALYSIS

The vehicle is recommended to be purchased pursuant to Federal General Services Administration Contract No. GS-30F-1021D.

The 2005 John Deere 35D Mini-Excavator is a budgeted replacement and will be funded by the Public Works Storm Water Division Enterprise Fund. This vehicle will be used for the excavation and repair of water, sewer, storm water lines, residential easements, and other confined spaces.

The vehicle listed below has met or exceeded the established criteria for replacement:

Veh#	Dept.	Year	Make/Model	Hours	Life To Date Maintenance	Condition
0688	0427	1996	Bobcat 863	1,119	\$18,178.05	Poor

The criteria are based on age, mileage, maintenance, engine hours (one engine hour idling = 35 miles), and overall condition of the vehicle. The life to date maintenance includes all costs associated with the vehicle, including, but not limited to, repairs, routine maintenance, accidents and other damage.

All Deadlined vehicles and equipment are used as a trade-in or sold at public auction. This process effectively reduces our cost of ownership and completes the life cycle.

The Administration recommends that the City Commission approve the purchase of one (1) 2005 John Deere 35D Mini-Excavator, from Nortrax, in the amount of \$36,595.40 pursuant to Federal General Services Contract No. GS-30F-1021D.


JMG/RCM/FB/GL/AET/jvd
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**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

Request For Approval To Purchase One (1) 2005 Ford F-450 4x4 Crew Cab Pick Up Truck, From Duval Ford, In The Amount Of \$41,621.00, Pursuant To Florida State Contract No. 070-650-025.

Issue:

Shall the Commission approve the purchase?

Item Summary/Recommendation:

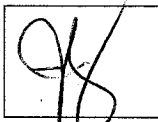
The 2005 Ford F-450 4x4 Crew Cab Pick Up truck is an **addition** to the Fleet and is funded through the Miami Urban Area Security Initiatives Grant. This vehicle will be used by the Fire Department to transport technical rescue equipment and personnel to local and mutual aid emergencies involving both manmade and natural disasters. The vehicle will also be used for future hurricane deployments in support of the State Emergency Response Plan.

The Administration recommends that the City Commission approve the purchase.

Advisory Board Recommendation:

n/a






Financial Information:

Source of Funds:		Amount	Account	Approved
 Finance Dept.	1	\$41,621.00	193.6048.000673 Fire Dept. – Urban Area Security Initiatives Grant	
	2			
	3			
	4			
	Total	\$41,621.00		

City Clerk's Office Legislative Tracking:

Andrew E. Terpak

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AET  GL  FJ 	RCM 	JMG 

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AGENDA ITEM

C2C

DATE

6-8-05

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: June 8, 2005

From: Jorge M. Gonzalez
City Manager

A handwritten signature in black ink, appearing to read "Jorge".

Subject: **REQUEST FOR APPROVAL TO PURCHASE ONE (1) 2005 FORD F-450 4X4 CREW CAB PICK UP TRUCK, FROM DUVAL FORD, IN THE AMOUNT OF \$41,621.00, PURSUANT TO FLORIDA STATE CONTRACT NO. 070-650-025.**

ADMINISTRATION RECOMMENDATION

Approve the purchase.

BID AMOUNT AND FUNDING

\$41,621.00	Fire Department - Urban Area Security Initiatives Grant	193.6048.000673
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ANALYSIS

The 2005 Ford F-450 4x4 Crew Cab Pick Up Truck is recommended to be purchased pursuant to Florida State Contract No. 070-650-025.

The 2005 Ford F-450 4x4 Pick up with Crew Cab is an addition to the fleet and is funded through the Miami Urban Area Security Initiatives Grant. The purpose of the Grant is to help first responder agencies in specific urban areas prepare for and respond to acts of terrorism.

This vehicle will be used by the Fire Department to transport technical rescue equipment and personnel to local and mutual aid emergencies involving both manmade and natural disasters. The vehicle will also be used for future hurricane deployments in support of the State Emergency Response Plan.

The Administration recommends that the City Commission approve the purchase of one (1) 2005 Ford F-450 4x4 Crew Cab Pick Up Truck, from Duval Ford, in the amount of \$41,621.00, pursuant to Florida State Contract No. 070-650-025.

JMG/RCM/FJ/GMAET/mo

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C4
Comm. Committee
Assignments

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: June 8, 2005

From: Jorge M. Gonzalez
City Manager

**Subject: REFERRAL TO THE NEIGHBORHOOD/COMMUNITY AFFAIRS
COMMITTEE - DISCUSSION REGARDING EARLY VOTING FOR THE
NOVEMBER 1, 2005 GENERAL ELECTION**

ADMINISTRATION RECOMMENDATION

Refer the item to the Neighborhood/Community Affairs Committee.

BACKGROUND

Regarding the November 1, 2005 General Election, the City Commission has the option of determining whether to have early voting. If the Commission opts for early voting, the number of locations and the number of days needs to be determined. Monday, October 31, 2005, the Monday before the General Election, can not be an early voting day.

Based on the City Clerk's discussions with the Miami-Dade County Elections Department a budget of \$1,200 a day, per location, is a good estimate.

Regarding the November 15, 2005 Runoff Election, if one is required, the Miami-Dade County Elections Department has determined that there is not enough time to offer early voting for the Runoff Election.

If Miami-Dade County calls for a Special Election on November 1, Miami Beach will be charged less than \$3,000 for the election, including early voting.

JMG/REP

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Agenda Item CYA
Date 6-8-05

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CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
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COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: June 8, 2005

From: Jorge M. Gonzalez
City Manager

Subject: REFERRAL TO THE LAND USE AND DEVELOPMENT COMMITTEE –
REMOVAL OF HISTORIC SIGNS

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 138, "SIGNS", BY AMENDING ARTICLE I, "IN GENERAL", BY AMENDING SECTION 138-11 TO CLARIFY THE REQUIREMENTS AND PROCEDURES FOR THE REMOVAL OF SIGNS; PROVIDING FOR INCLUSION IN THE CITY CODE; PROVIDING FOR REPEALER, SEVERABILITY AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

Refer the item.

ANALYSIS

Recently, architecturally significant building signage was removed from the Curry's building at 7433 Collins Avenue. The removal of such signage was pursuant to a violation of Section 138-11 of the City Code, pertaining to the mandatory removal of signage from vacated buildings. Currently, the City Code requires that any sign previously associated with a vacated premise be removed no later than six months from the time the building becomes vacant. Since Curry's had been vacated for a period greater than six (6) months, a code violation was issued, unbeknownst to Planning Department staff.

In order to prevent the future removal of architecturally significant building signage, the Historic Preservation Board has recommended that a code amendment be adopted that would allow the Planning Director, or his designee, to waive the requirement for the removal of a sign from a vacated premises, regardless of the permit status, if the sign is determined to be historic or architecturally significant.

On May 10, 2005 the Historic Preservation Board reviewed the proposed ordinance and recommended approval. On May 24, 2005 the Planning Board transmitted the Ordinance to the City Commission with a favorable recommendation. The proposed Ordinance is not expected to have any fiscal impact.

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Agenda Item C4B
Date 6-8-05

REMOVAL OF HISTORIC SIGNS
Referral to the Land Use and Development Committee

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 138, "SIGNS", BY AMENDING ARTICLE I, "IN GENERAL", BY AMENDING SECTION 138-11 TO CLARIFY THE REQUIREMENTS AND PROCEDURES FOR THE REMOVAL OF SIGNS; PROVIDING FOR INCLUSION IN THE CITY CODE; PROVIDING FOR REPEALER, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Miami Beach endeavors to recall its unique social and architectural history, as well as further the dynamic character of the City through the use of signage; and

WHEREAS, the City of Miami Beach desires to expand existing requirements and procedures for removing architecturally significant signage in the City; and

WHEREAS, the City of Miami Beach Historic Preservation Board strongly endorses the proposed amendment to the Signage Section of the Code; and

WHEREAS, the amendment set forth below is necessary to accomplish all of the above objectives.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. That Chapter 138, Article I, entitled "In General", of the Land Development Regulations of the Code of the City of Miami Beach, Florida is hereby amended as follows:

Sec. 138-11. Removal required.

- (a) All signs shall be maintained in good condition and appearance. Any persons responsible for the erection or maintenance of a sign which fails to comply with this regulation or any other regulation of this chapter shall be subject to enforcement procedures as set forth in section 114-8.
- (b) Any sign previously associated with a vacated premises shall either be removed from the premises by the owner or lessee not later than six months from the time such activity ceases to exist, or such signs shall be altered or resurfaced by the owner or lessee within the same six-month time period, so that the sign no longer displays letters, numerals, symbols, figures, designs, or any other devices for visual communication that pertain to the activity formerly associated with the vacated premises.
- (c) The building official may initiate proceedings that result in the removal of any sign erected or maintained without a permit.
- (d) In any district where a sign does not comply with the provisions of these land development regulations and has not received a building permit, such sign and any supporting structures other than

a building shall be removed not later than two years from October 1, 1989. Supporting structures for nonconforming signs shall be removed when the sign is removed.

(e) Notwithstanding the foregoing, the planning director, or designee, may waive the requirement for the removal of a sign, regardless of the permit status, if the sign is determined to be historic or architecturally significant. The code compliance department shall inquire of the planning director, or designee, prior to the issuance of any violation of this section, whether a waiver has been or will be issued pursuant to this section.

SECTION 2. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article", or other appropriate word.

SECTION 3. REPEALER.

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 4. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect ten days following adoption.

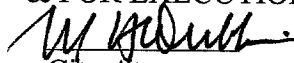
PASSED AND ADOPTED this ____ day of _____, 2005.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION


City Attorney

5-31-05
Date

First Reading: June 8, 2005

Second Reading: July 6, 2005

Verified by: _____

Jorge G. Gomez, AICP

Planning Director

Underscore denotes new language

5/31/2005

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CITY OF MIAMI BEACH

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COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: June 8, 2005

From: Jorge M. Gonzalez
City Manager

Subject: REFERRAL TO THE LAND USE AND DEVELOPMENT COMMITTEE –
RECONSTRUCTION AND ENGINEER REQUIREMENTS

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 118, ENTITLED "ADMINISTRATION AND REVIEW PROCEDURES," ARTICLE X, ENTITLED "HISTORIC PRESERVATION," DIVISION 1, ENTITLED "GENERALLY," BY AMENDING SECTION 118-503 TO MODIFY THE REQUIREMENTS FOR AN AFTER-THE-FACT CERTIFICATE OF APPROPRIATENESS; BY AMENDING CHAPTER 118, ENTITLED "ADMINISTRATION AND REVIEW PROCEDURES," ARTICLE X, ENTITLED "HISTORIC PRESERVATION," DIVISION 3, ENTITLED "ISSUANCE OF CERTIFICATE OF APPROPRIATENESS/CERTIFICATE TO DIG/CERTIFICATE OF APPROPRIATENESS FOR DEMOLITION", BY AMENDING SECTION 118-562 TO ADD A REQUIREMENT FOR AN INDEPENDENT STRUCTURAL EVALUATION FOR DEMOLITION REQUESTS; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

Refer the item.

ANALYSIS

On the February 2, 2005 Commission Meeting, the City Commission approved on first reading modifications to the "non-conforming structures" section of the City Code, which was result of the recommendation of the Mayor's Blue Ribbon Panel on the Structural Integrity of Historic Buildings. This ordinance, however, did not address "conforming" buildings in the City's historic districts.

In order to address any "conforming" buildings which may be required to be demolished in the future, by order of the Building Official, the same policy clause that was developed for the "non-conforming structures" section of the City Code has been proposed for "conforming" buildings. Specifically, a section has been added creating a policy that any contributing structure demolished shall be fully reconstructed without any additional floor

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area. The Historic Preservation Board will have the latitude, on a case-by-case basis, to require the reconstruction of any structure deemed to be structurally unsafe.

By limiting the amount of floor area that can be added to a contributing structure, it is anticipated that this change will encourage the preservation of structures by creating an incentive for their preservation. It will also put all current and future property owners on notice that existing structures in local historic districts, that are designated contributing, would have to be reconstructed if they are found to be structurally unsafe.

In addition to this change, new language has been added requiring that an independent licensed structural engineer with expertise in historic structures, be retained to evaluate any application which involves the full demolition of any contributing building located within an historic district, inclusive of an application for an after-the-fact certificate of appropriateness for demolition. The independent engineer shall be chosen from a list to be approved by the Planning Department and the Building Official and the evaluation of the engineer shall take into consideration any potential methods for retaining and preserving the subject structure. This portion of the proposed ordinance amendment was referred by the City Commission to the Planning Board in order to address the potential conflicts associated with a structural evaluation of an historic structure being performed by an Engineer retained and paid for by the property owner.

The Ordinance was reviewed by the Historic Preservation Board on March 8, 2005, which recommended approval. The Planning Board reviewed the revised Ordinance on March 29, 2005 and continued the item to the April 26, 2005 meeting. The Planning Board had specific concerns pertaining to the inclusion of parking impact fees in areas outside of local historic districts, as well as the proposed mandatory requirements for new construction in the event a contributing building is demolished. In order to address these concerns the following modifications to the Ordinance were made:

1. The policy for buildings demolished by an Order of the Building Official or without a Certificate of Appropriateness from the Historic Preservation Board has been modified to require that any new structure be limited to the height, massing and square footage of the original structure (not to exceed the height and FAR requirements of the Code) and that the architectural style of the new structure be subject to the review and approval of the historic preservation board.
2. Specific criteria had been established that would allow the historic preservation board to re-but the aforementioned policy.
3. The requirements for an independent structural engineer have been modified so that such engineer would act on behalf of the historic preservation board, and not the property owner. Also, such engineer would be chosen by the board, from a qualified list to be maintained by the Planning Department.

On April 26, 2005 the Planning Board transmitted the Ordinance to the City Commission with a favorable recommendation. The proposed Ordinance is not expected to have any fiscal impact.

**RECONSTRUCTION OF DEMOLISHED PROPERTIES AND ENGINEERING
REQUIREMENTS**

Referral to the Land Use and Development Committee

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 118, "ADMINISTRATION AND REVIEW PROCEDURES," ARTICLE X, "HISTORIC PRESERVATION," DIVISION 1, "GENERALLY," BY AMENDING SECTION 118-503 TO MODIFY THE REQUIREMENTS FOR AN AFTER-THE-FACT CERTIFICATE OF APPROPRIATENESS; BY AMENDING CHAPTER 118, "ADMINISTRATION AND REVIEW PROCEDURES," ARTICLE X, "HISTORIC PRESERVATION," DIVISION 3, "ISSUANCE OF CERTIFICATE OF APPROPRIATENESS/CERTIFICATE TO DIG/CERTIFICATE OF APPROPRIATENESS FOR DEMOLITION", BY AMENDING SECTION 118-562 TO ADD A REQUIREMENT FOR AN INDEPENDENT STRUCTURAL EVALUATION FOR DEMOLITION REQUESTS; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Miami Beach wishes to preserve its unique architectural history and to maintain the structural, historical and architectural integrity of existing structures in the City's designated historic districts and sites; and

WHEREAS, the City of Miami Beach Historic Preservation Board and the Planning Department are the primary vehicles for preserving this history and integrity; and,

WHEREAS, the City of Miami Beach desires to refine, clarify, expand and enhance existing procedures of the Historic Preservation Board regarding after-the-fact Certificates of Appropriateness in order to preserve the architectural history and built character of the City; and,

WHEREAS, the City of Miami Beach desires to refine, clarify, expand and enhance existing procedures and requirements for Certificates of Appropriateness for Demolition in order to ensure an objective review of contributing structures; and,

WHEREAS, the City of Miami Beach Historic Preservation Board and Planning Board strongly endorses the proposed amendments to the Historic Preservation Section of the Code; and

WHEREAS, the amendments set forth below are necessary to accomplish all of the above objectives.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA.

SECTION 1. That Chapter 118, Entitled "Administration and Review Procedures", Article X, Entitled "Historic Preservation", Division 1, entitled "Generally" of the Land Development Regulations of the Code of the City of Miami Beach, Florida is hereby amended as follows:

Sec. 118-503. Scope and exemptions.

(a) Scope. Unless expressly exempted by subsection (b) of this section, no building permits shall be issued for new construction, demolition, alteration, rehabilitation, signage or any other physical modification of any building, structure, improvement, landscape feature, public interior or site individually designated in accordance with sections 118-591, 118-592 and 118-593, or located within an historic district, nor shall any construction, demolition, alteration, rehabilitation, signage or any other exterior or public interior physical modification, whether temporary or permanent, without a permit, be undertaken, without the prior issuance of a certificate of appropriateness or certificate to dig by the historic preservation board, or the planning director or his designee, in accordance with the procedures specified in this section. For purposes of this article, "alteration" or "modification" shall be defined as any change affecting the external appearance and internal structural system including columns, beams, load bearing walls and floor plates and roof plates of a structure or other features of the site including but not limited to landscaping and relationship to other structures, by additions, reconstruction, remodeling, or maintenance involving a change in color, form, texture, signage or materials, or any such changes in the appearance of public interior spaces. The foregoing shall exclude the placement of objects in or on the exterior or public interior of a structure or site, not materially affecting its appearance or architectural integrity.

(b) Exemptions. The following permits are exempt from the regulations of this section:

(1) All permits for plumbing, heating, air conditioning, elevators, fire alarms and extinguishing equipment, and all other mechanical and electrical equipment not located on exteriors or within public interior spaces, and not visible from the public right-of-way.

(2) Any permit necessary for compliance with a lawful order of the building official, county unsafe structures board, fire marshal, or public works director when issuance of such permit on an immediate basis is necessary for the public health or safety or to prevent injury to life, limb or property. In the event that compliance includes full or partial demolition of any building, structure, improvement, landscape feature, public interior or site individually designated in accordance with sections 118-591, 118-592 and 118-593, or located within an historic district an emergency meeting of the historic preservation board shall be called prior to the demolition being authorized, unless the work is of an emergency nature and must be done before a meeting could be convened. The historic preservation board may offer alternative suggestions regarding the need for manner and scope of demolition; these suggestions shall be taken into consideration by the official issuing the final determination regarding demolition. However, the final determination regarding demolition shall be made by the official issuing the order. In the event that the historic preservation board does not hold the meeting prior to the scheduled demolition, the demolition may take place as scheduled. In the event any demolition as described above should take place prior to historic preservation board review, the demolition order shall be conditioned to require the property owner to file an "after-the-

fact" application for a certificate of appropriateness for demolition to the historic preservation board, within 15 days of the issuance of the demolition order: no "after-the-fact" fee shall be assessed for such application. The board shall review the demolition and determine whether and how the demolished building, structure, landscape feature or the partially or fully demolished feature of the exterior or public interior space of a structure, shall be replaced. The property owner shall also be required, to the greatest extent possible, to retain, preserve and store any demolished feature of a structure until such time as the Board reviews and acts on the "after-the-fact" application. The policy of the City of Miami Beach shall be that a contributing building demolished without first obtaining a Certificate of Appropriateness from the historic preservation board, even after a Building Permit for new construction and renovation is issued, for any reason, including, but not limited to, an order of the Building Official or the County Unsafe Structures Board, shall only be replaced with a new structure that incorporates the same height, massing and square footage of the previous structure on site, not to exceed the maximum FAR and height permitted under the City Code, with no additional square footage added. This policy, which shall also be applicable to any request for an "after-the-fact" Certificate of Appropriateness, may be rebutted, and the Historic Preservation Board may allow for the addition of more square footage, where appropriate, not to exceed the maximum permitted under the City Code, if it is established to the satisfaction of the Historic Preservation Board that the following criteria has been satisfied:

- i. The proposed new structure is consistent with the context and character of the immediate area; and
- ii. The property owner made a reasonable effort to regularly inspect and maintain the structure free of structural deficiencies and in compliance with the minimum maintenance standards of this Code.

The historic preservation board shall determine, on a case-by-case basis, whether the reconstruction of an original, contributing structure is warranted. For purposes of this subsection, reconstruction shall be defined as the physical reconstruction, including all original dimensions in the original location, of a structure in totality, inclusive of the reproduction of primary facade dimensions and public area dimensions with appropriate historic materials whenever possible, original walls, window and door openings, exterior features and finishes, floor slab, floor plates, roofs and public interior spaces, as determined by the Historic Preservation Board. The Historic Preservation Board shall have full discretion as to the exact level of demolition and reconstruction required. If a building to be reconstructed is non-conforming, any such reconstruction shall comply with all of the requirements of Chapter 118, Article IX of these Land Development Regulations. In the event the property owner fails to file an "after-the-fact" application for a certificate of appropriateness for demolition to the historic preservation board within 15 days of the issuance of an emergency demolition order the city may initiate enforcement proceedings including proceedings to revoke the certificate of use, occupational license, any active building permit(s) or certificate of occupancy of the subject site, whichever is appropriate. Additionally, this article may be enforced and violations may be punished as provided in section 114-8 of this Code; or by enforcement procedures as set forth in the Charter and penalties as provided in section 1-14 of this Code. The foregoing regulations shall not apply to any building or structure located on city-owned property or rights-of-way, or property owned by the Miami Beach Redevelopment Agency.

(3) Any permit issued for an existing structure in a designated historic district which has been specifically excluded from the district.

SECTION 2. That Chapter 118, Entitled "Administration and Review Procedures", Article X, Entitled "Historic Preservation", Division 3, entitled "Issuance Of Certificate Of Appropriateness/Certificate To Dig/Certificate Of Appropriateness For Demolition" of the Land Development Regulations of the Code of the City of Miami Beach, Florida is hereby amended as follows:

Sec. 118-562. Application.

(a) An application for a certificate of appropriateness may be filed with the historic preservation board at the same time or in advance of the submission of an application for a building permit. Copies of all filed applications shall be made available for inspection by the general public.

(b) All applications involving demolition, new building construction, alteration, rehabilitation, renovation, restoration or any other physical modification of any building, structure, improvement, landscape feature, public interior or site individually designated in accordance with sections 118-591, 118-592 and 118-593, or located within an historic district shall be on a form provided by the planning department and shall include such information and attached exhibits as the board and the planning department determine are needed to allow for complete evaluation of the proposed demolition, construction and other physical improvements, alterations or modifications including, but not limited to, the following:

(1) Written description of proposed action.

(2) Survey.

(3) Complete site plan.

(4) Materials containing detailed data as to architectural elevations and plans showing proposed changes and existing conditions to be preserved.

(5) Preliminary plans showing new construction in cases of demolition.

(6) A financial feasibility study of the new project in cases of demolition and a feasibility study for an existing structure which addresses the possibility of substantially renovating or operating the existing historic structure. Consideration of parking needs and demands shall be addressed within the feasibility study, as well as alternative methods of providing parking. The study will also determine whether the retention of the building would deny the owner economically viable use of the property.

(7) An historic resources report, containing all available data and historic documentation regarding the building, site or feature.

(8) Any application which involves substantial structural alterations to or the substantial or full demolition of any building, structure, improvement, significant landscape feature, public interior or site individually designated in accordance with sections 118-591, 118-592 and 118-593, or located within an historic district, with the exception of non substantial exterior structural repairs, alterations and improvements (as may be more specifically defined by the board in its by-laws and application procedures), shall be required to include a structural evaluation and corrective action report prepared by a professional (structural) engineer, licensed in the state as a part of the application at time of submission. For non substantial exterior structural repairs, alterations and improvements (as may be more specifically defined by the board in its by-laws and application procedures), a signed and sealed engineering drawing shall be required. The structural evaluation and corrective action report shall include, but not be limited to, the following:

a. Review and analysis of structural conditions, based upon the engineer's direct on-site

inspection and analysis of the structural condition of the subject property, as well as any and all earlier structural records and drawings, as may be available. This shall include documentation, in the form of photographs, plans, elevations, and written descriptions, of any and all areas, portions, or elements of the building or structure that shows existing or potential structural problems or concerns, in full accordance with the requirements of the building official.

b. Results of testing and analysis of structural materials and concrete core samples, taken at a sufficient number of locations in and about the building, inclusive of but not limited to foundations, columns, beams, walls, floors and roofs. The report shall professionally analyze and evaluate the compressive strength, chloride content, and overall structural condition of each and every core sample and assess the condition of all other structural elements or systems in the building or structure, regardless of material, that may be of structural concern.

c. Proposed corrective measures and monitoring of the work, including detailed plans, elevations, sections and specifications, as well as written descriptions of any and all structural corrective measures that will be undertaken for any and all areas, portions, or elements of the building or structure that may be of structural concern. These documents shall contain sufficient supporting evidence to establish that the corrective measures proposed will be adequate to restore and preserve the structural integrity of the identified areas, portions, or elements to be preserved, including a written and detailed description of the process by which the proposed corrective work will proceed, as well as the sequencing of the work. Finally, a written verification shall be included stating that all structural conditions throughout the building or structure shall be closely monitored by a special inspector, approved by the building department and employed by the applicant, during the course of all demolition, new construction, and bracing and shoring work. This provision is required in order to immediately identify any and all adverse changes in the structural integrity or stability of the subject building or structure during the course of the work, inclusive of architectural features. The special inspector shall provide expeditious direction to the contractor specific to how the observed adverse changes shall be quickly and properly stabilized and permanently corrected. This information shall be immediately conveyed to the city's planning and building departments for their review and any necessary actions.

d. Proposed methodology and process for demolition, including detailed plans, elevations, sections and specifications, as well as a written description of any and all temporary shoring and bracing measures and all measures required to protect the safety of the public and workers. These measures shall be fully implemented and in place prior to and during the course of any demolition and construction activity on the subject property. The documents shall contain sufficient supporting evidence to establish that the corrective measures proposed will be adequate to restore and preserve the structural integrity of the identified areas, portions, and elements, including a written and detailed description of the proposed process and sequencing of demolition, as well as a detailed description of the demolition methods to be utilized. Finally, a written verification shall be included stating that all work as described above shall be closely monitored during the course of work by a special inspector approved by the building department. This inspector shall be employed by the applicant.

e. A signed and sealed certification that the structural integrity and stability of the subject building(s)/structure(s), and its architectural features, shall not be compromised in any way during the course of any and all proposed work on the subject site.

(9) At the discretion of the historic preservation board, for applications involving the full demolition of any contributing building, structure or site individually designated in accordance with sections

118-591, 118-592 and 118-593, or located within an historic district, the applicant or property owner shall subsidize the cost of a licensed structural engineer, with expertise in historic structures, to perform an independent evaluation of the structure proposed to be demolished on behalf of the historic preservation board. The historic preservation board shall select the structural engineer from a qualified list to be maintained by the City's Planning Department.

SECTION 3. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article", or other appropriate word.

SECTION 4. REPEALER.

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 5. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 6. EFFECTIVE DATE.

This Ordinance shall take effect ten days following adoption.

PASSED AND ADOPTED this ____ day of _____, 2005.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION


City Attorney

5-31-05
Date

First Reading: June 8, 2005

Second Reading: July 6, 2005

Verified by: _____

Jorge G. Gomez, AICP
Planning Director

Underscore denotes new language

5/31/2005

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CITY OF MIAMI BEACH

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COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: June 8, 2005

From: Jorge M. Gonzalez
City Manager

Subject: REFERRAL TO THE NEIGHBORHOOD/COMMUNITY AFFAIRS
COMMITTEE A REQUEST BY THE WOLFSONIAN, A MUSEUM OF
FLORIDA INTERNATIONAL UNIVERSITY, TO INCREASE FLOOR AREA
RATIO PURSUANT TO CITY CHARTER SECTION 1.03(C)

ADMINISTRATION RECOMMENDATION

Refer the item to the Neighborhood/Community Affairs Committee.

BACKGROUND

The Wolfsonian, a museum of Florida International University, in order to expand its cultural and educational facilities with County funds, is requesting to increase their permitted floor area ratio on property it owns or will acquire for the purpose of such expansion.

Pursuant to City Charter Section 1.03(c), "The floor area ratio, FAR, of any property or street end within the City of Miami Beach shall not be increased by zoning, transfer, or any other means from its current zoned floor area ratio as it exists on the date of adoption of this Charter Amendment [November 7, 2001], including any limitations on floor area ratios which are in effect by virtue of development agreements through the full term of such agreements, unless any such increase in zoned floor area ratio for any such property shall first be approved by a vote of the electors of the City of Miami Beach."

The Wolfsonian has proposed the following ballot language:

"Should The Wolfsonian, a museum of Florida International University, in order to expand its cultural and educational facilities with County funds, be permitted a floor area ratio of (to be filled in before going to land use committee) on property it owns or will acquire for the purpose of such expansion? "

If the City Commission supports the Wolfsonian's request, a resolution calling for a special election with the approved ballot language must be passed by the City Commission no later than September 9. After the Commission Meeting of June 8, the remaining Commission Meetings are July 6, July 27, and September 7.

JMG/REP

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CITY OF MIAMI BEACH

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COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: June 8, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **REPORT OF THE FINANCE AND CITYWIDE PROJECTS COMMISSION
COMMITTEE MEETING OF MAY 24, 2005.**

A meeting of the Finance and Citywide Projects Commission Committee (Committee) was held on May 24, 2005 at 2:35 p.m. in the City Manager's Large Conference Room.

NEW BUSINESS:

1. Discussion regarding the status of the 1996 Swap-Option Agreement on the Series 1994 Taxable Pension Special Obligation Bonds between the City of Miami Beach (City) and Morgan Stanley Capital Services, Inc. (Morgan Stanley).

ACTION

The Committee moved the item to the full Commission, approving the City Manager's recommendation to adopt an Authorizing and Delegating Resolution which authorizes the Administration, in concert with the City's Financial Advisor, RBC Dain Rauscher, and Bond Counsel, Squire, Sanders & Dempsey L.L.P. to determine whether to:

- Issue refunding bonds, at a fixed or variable rate depending on market conditions, if Morgan Stanley does not exercise its option under the Swap Agreement; or,
- If Morgan Stanley exercises its option under the Swap Agreement:
 - Uphold the Swap and issue variable rate bonds; or,
 - Terminate the Swap and issue fixed rate bonds.

Chairman Jose Smith introduced Budget Advisory Committee (BAC) Members Mr. Fred Berens and Mr. David Heller in attendance.

Chief Financial Officer Patricia D. Walker introduced and summarized the item. Ms. Walker stated that in February 1995 the City issued \$57,710,000 of Taxable Special Obligation Bonds (Pension Funding Project), Series 1994. She added that these bonds were issued by the City for the purpose of providing the required funding:

- To discharge the Unfunded Actuarial Accrued Liabilities as of October 1, 1993 with respect to the Pension Plans (\$56,081,416)

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- Fire and Police Base and Supplemental Plans = \$50,520,480
 - Unclassified Employees' and Elected Officials' Plan = \$5,560,936
- To pay the cost of issuing the bonds.

Ms. Walker added that in March of 1996, the City approved an interest rate swap agreement with Morgan Stanley with respect to the Pension Funding Project, in which the City received \$1.4 million from Morgan Stanley in exchange for granting Morgan Stanley a one day option on August 1, 2005, which if exercised could obligate the City to: enter into an interest rate swap agreement with Morgan Stanley; and, issue variable rate bonds on September 1, 2005.

Ms. Walker added that out of the \$1.4 million received from Morgan Stanley, the City used \$150,000 for a future insurance commitment in case the Swap option is exercised.

Ms. Walker clarified that Morgan Stanley has just one day to exercise their option, August 1, 2005. City Manager Jorge M. Gonzalez stated that all indicators point to Morgan Stanley exercising their option. Mr. Gonzalez stated that the City Commission is in recess during the month of August, and the Administration is seeking authorization to take certain actions during August and early September depending on foreseeable scenarios.

Ms. Walker and Mr. Gonzalez addressed the following three scenarios the City faces in respect to Swap Agreement:

1. Option Expires Unexercised (this is a highly unlikely event): if Morgan Stanley elects not to exercise its option, the City retains the original payment of \$1,400,000.

If current market conditions continue into August the City could refund the Series 1994 Bonds at fixed rates of approximately 5% compared to the average rates on the remaining outstanding Series 1994 Bonds of 8.58%.

2. Option is Exercised; Swap Becomes Effective; Refunding Accomplished with Variable Rate Bonds: if Morgan Stanley elects to exercise its option, and the City determines that it is in its best interests to remain in the Swap to maturity, the transaction must be completed with a variable rate refunding issue, with the City's rate fixed throughout the Swap at 8.27%.

In addition, the City may achieve greater or lesser savings during the life of the Swap depending on the relationship of the variable rate paid on the bonds to the variable rate received from Morgan Stanley pursuant to the Swap. Also the City may be exposed to the liquidity facility renewal risk and counterparty risk.

3. Option is Exercised; Swap is Terminated; Refunding Accomplished with Fixed Rate Bonds: if Morgan Stanley elects to exercise its option, and the City determines that it is in its best interests to terminate the Swap, to avoid the potential additional risks and costs, the City would sell fixed rate taxable refunding bonds, using the proceeds to refund the Series 1994 Bonds and to pay any termination payment due under the Swap.

Under the assumption of termination, expenses associated with a fixed rate bond sale have been provided for in the Swap exercise fee but the City would need to

issue sufficient fixed rate bonds to also pay the termination payment due Morgan Stanley, which as of April 26, 2005 was estimated to be approximately \$11 million.

Under this scenario, the City's resulting debt obligation remains essentially unchanged relative to the Series 1994 debt service; however, the City eliminates interest rate risk, counterparty risk and liquidity facility renewal risk.

Chairman Smith introduced Mr. Luis Reiter, Esq., Bond Counsel for the City from the firm of Squire, Sanders & Dempsey L.L.P. Mr. Reiter addressed legal issues associated with the Swap Agreement.

Chairman Smith asked whether swap transactions were atypical.

Mr. Reiter replied that swap transactions are routinely done by government entities.

Mr. Richard Montalbano, Managing Director from the City's Financial Advisor, RBC Dain Rauscher, addressed the Committee. Mr. Montalbano discussed the three scenarios available.

Mr. Montalbano stated that swap transactions are typically done for periods ranging from six to twenty four months.

Mr. Berens, from the BAC, addressed the committee and summarized the Swap Agreement and the three alternatives available.

Vice-Chairman Richard L. Steinberg asked for the Administration's recommendation for this transaction. Ms. Walker and Mr. Gonzalez replied that under current market conditions, whether or not Morgan Stanley exercises its option under the Swap, the Administration would recommend refunding the bonds with a fixed rate issue.

Vice-Chairman Steinberg made a motion to move the City Manager's recommendation to the full Commission. Motion seconded by Commissioner Matti H. Bower. Voice Vote: 3-0.

2. Discussion regarding refunding of the Miami Beach Redevelopment Agency (RDA) Tax Increment Revenue Bonds, Series 1993, 1996, and 1998.

ACTION

The Committee moved the item to the full Commission, approving the City Manager's recommendation to: approve the proposed RDA refunding of the bonds; and, authorize the RDA Chairman, Executive Director, Chief Financial Officer and other City employees to take the necessary steps to implement the proposed transaction.

Ms. Walker introduced and summarized the item. Ms. Walker stated that initially the Administration was proposing to refund the Miami Beach RDA City Center/Historic Convention Village (City Center) Tax Increment Revenue Bonds, Series 1993 and 1996 A&B, but after additional review for potential refunding/refinancing opportunities and net present value (NPV) savings, the Administration is also proposing to refund the Series 1998 A&B Bonds. Ms. Walker added that the combined NPV savings would currently

amount to approximately \$7.1 million if the Series 98 bonds were added to this refunding opportunity.

Ms. Walker added that the City has obtained approval from Miami-Dade County, via the Interlocal Agreement between the County, City and RDA, which authorized the issuance of RDA refunding bonds for the purpose of refinancing all or a portion of the outstanding principal amount of Bonds issued with respect to the City Center District. Ms. Walker added that this enables the RDA to lock in more advantageous interest rates if available.

Ms. Walker also stated that the Bonds are currently secured by a primary pledge of net tax increment revenues from the City Center District and a secondary pledge from City of Miami Beach Resort Tax Revenues.

Ms. Walker added that following extended negotiations, the City has received a commitment from MBIA, the insurer of the RDA City Center Tax Increment Revenue Bonds, Series 1998 A&B, to consent to a reduction in the RDA's current debt service requirement from 1.75 to 1.5, following two consecutive years of coverage at this level.

Ms. Walker also stated that the proposed Refunding Bonds will be issued with this new release covenant, such that following the second consecutive year of 1.5 coverage; the Resort Tax pledge can be released. She further stated that the RDA achieved a coverage ratio of 1.55 for the year ended September 30, 2004 and expects to exceed that level for the year ended September 30, 2005.

Chairman Smith summarized the benefits of the proposed refunding:

- Current NPV savings of approximately \$7.1 million;
- Release of the City's secondary Resort Tax pledge; and
- Reduction from 1.75 to 1.5 debt service coverage.

Vice-Chairman Steinberg made a motion to move the City Manager's recommendation to the full Commission. Motion seconded by Commissioner Matti H. Bower. Voice Vote: 3-0.

3. Discussion regarding criteria for allocation of Quality of Life (QOL) Funds.

ACTION

The Committee recommended future allocations of Quality of Life Funds be used to fund capital expenditures and/or on-going maintenance of citywide assets and facilities. The Administration was instructed to bring forward proposed allocations of Quality of Life Funds through the budget process.

Budget and Performance Improvement Director Kathie G. Brooks introduced and summarized the item. Ms. Brooks stated that at the February 17, 2005 Committee meeting, the Administration was directed to review the proposed eligible categories for distribution of QOL funds, develop an annual public input/public hearing process as a component of the proposed funding mechanism, and review proposed recommendations with North Beach Development Corp. (NBDC).

Ms. Brooks added that the Administration has met with representatives from NBDC and reached consensus on a funding mechanism for the organization next year's operating budget, in order for NBDC to convert into a self-sustaining organization.

Mr. Gonzalez added that NBDC, through current year salary savings and one more year of partially subsidized funding, envisions becoming a self-sustaining organization.

Mark Weithorn, President of NBDC, addressed the Committee. Mr. Weithorn informed the Committee that re-organization efforts are being made by NBDC to develop and generate new revenue streams in order to fund their primary mission, which is to help developers and businesses in the North Beach area.

Mr. Gonzalez stated that the Administration is proposing to allocate future QOL funds, similarly to how RDA funds are allocated, for capital expenditures and/or on-going maintenance of citywide assets and facilities. He added that enhanced sanitation, security and code enforcement efforts could be funded through other avenues, such as Resort Tax Funds and/or the Citywide Budget.

Mr. Gonzalez also stated that NBDC can apply and compete for grants to fund proposed cultural events.

The Committee expressed their consensus for allocating future QOL funds for capital expenditures.

Commissioner Bower stressed that the Festival of the Arts is an important event for the City and the North Beach area. Commissioner Bower stated that the City could possibly assist with funding for the Festival by using other sources of funding, such as Resort Tax.

4. Discussion regarding the Urban Impact Compensation Fund (Fund).

ACTION

The Administration was instructed to bring forward the proposed plan for distribution of the Fund through the Fiscal Year (FY) 2005/06 budget process.

Mr. Gonzalez introduced and summarized the item. He stated that the proposed Fund is the result of an initiative presented by Mayor David Dermer during his 2005 State of the City Address.

Mr. Gonzalez added that the initiative envisions establishing a mechanism in which tax relief can be provided to homesteaded property owners in Miami Beach. He further stated that the Administration is proposing adding a line item to the FY 2005/06 budget in which the initiative could be phased in over a two-year period.

Mr. Gonzalez added that the City is proposing to add an additional \$25,000 in tax relief to the current amount of \$25,000 of Homestead Exemption provided by Miami-Dade County. He added that if phased in over the proposed two years, the annual budget cost would be approximately \$1.6 million, for a total two-year cost of \$3.2 million.

Commissioner Bower asked what the proposed funding source is for the \$3.2 million. Mr. Gonzalez replied that funding would be provided from additional revenues received in the General Fund as a result of the sun-setting of the South Pointe Redevelopment District.

Commissioner Bower suggested funding the entire \$3.2 million in FY 2005/06 instead of the amount being ramped over a two year period. Vice-Chairman Steinberg agreed with Commissioner Bower.

Chairman Smith raised the issue, originally brought up by Vice-Mayor Garcia, of whether or not additional tax relief would be afforded to owners of duplexes and multi-family units for each one of their units. Chairman Smith and Commissioner Bower stated that they would envision the tax relief being provided only to the individual unit in which an owner actually resides.

Chairman Smith asked whether the City Attorney's Office has had an opportunity to research the proposed Fund. Mr. Gonzalez replied that City Attorney's Office has reviewed the proposed Fund and has raised concerns about potential challenges from commercial property owners.

Vice-Chairman Steinberg proposed providing residents with an option of donating their additional tax relief to parks and recreation programs, affordable housing initiatives, arts programs and student scholarships.

- 5. Discussion regarding a proposed amendment to the City's agreement with Glatting Jackson Kercher Anglin Lopez Rinehart for the planning and design of the West Avenue Neighborhood Right Of Way Improvement Project to provide for additional professional services in the amount of \$134,009 required to implement the project.**

ACTION

The Committee moved the item to the full Commission, recommending approval of the proposed additional services.

Acting Capital Improvement Projects Director Jorge Chartrand introduced and summarized the item. Mr. Chartrand stated that the proposed item funds additional negotiated planning services in the amount of \$134,009 for design efforts associated with stormwater and water and sewer improvements for the neighborhood.

Mr. Chartrand further stated that by funding the proposed item, the City would be able to move forward with completing the planning phase of the project and adopt a Basis of Design Report (BODR) for the neighborhood.

Mr. Chartrand added that through community meetings, residents have expressed there approval of the planned streetscape improvements.

Vice-Chairman Steinberg asked if this item had been reviewed by the General Obligation (G.O.) Bond Oversight Committee.

Mr. Chartrand replied that the G.O. Bond Oversight Committee does not review additional Water and Sewer Bond and Stormwater Bond funded improvements.

Vice-Chairman Steinberg suggested expanding the G.O. Bond Committees authority to include the review of Water and Sewer Bonds and Stormwater Bonds. Vice-Chairman Steinberg added that the City relies on the G.O. Bond Oversight Committee's expertise when it comes to issues pertaining to capital improvement projects.

Chairman Smith stated that Mayor Dermer has stated that he is not in favor of expanding the G.O. Bond Oversight Committee's oversight to include Water and Sewer Bond and Stormwater Bond Funds. Mr. Chartrand also stated that a number of G.O. Bond Oversight Committee members have echoed Mayor Dermer's sentiments.

Mr. Gonzalez stated that the City Commission on May 18, 2005 referred this item to the Finance and Citywide Projects Committee for review and that is why it is being presented at today's meeting.

Mr. Gonzalez added that after completion of the BODR, the City will have an indication of how much it will cost to complete the project. He further stated that this neighborhood is the only City neighborhood which doesn't have a BODR.

Commissioner Bower asked if the City anticipates having to issue additional bonds for Stormwater and Water and Sewer improvements.

Mr. Gonzalez replied that the City will need to issue additional bonds in order to complete Citywide Stormwater and Water and Sewer improvements. He added that the City has the rate capacity to issue additional bonds without any rate increases.

Commissioner Bower made a motion to approve and move the item to the full Commission. Motion seconded by Vice-Chairman Steinberg. Voice Vote: 3-0.

6. Discussion regarding a proposed amendment to the agreement between the City of Miami Beach and Edwards and Kelsey, Inc. for the planning and design of the Venetian Islands Neighborhood Improvement Project to provide for additional professional services.

ACTION

Commissioner Bower will meet with Miami-Dade County representatives in effort to remove the requirement for a perimeter sidewalk along Belle Isle Park and report back to the City Commission at the next scheduled Commission meeting.

Acting Capital Improvement Projects Director Jorge Chartrand introduced and summarized the item. Mr. Chartrand stated that as planning and design work for the project has continued a need for a number of additional services has been identified.

Mr. Chartrand stated that the proposed item funds additional negotiated planning services in the amount of \$200,000 for design efforts associated with increases to the water piping system, Miami-Dade County requested redesign of a sidewalk, and redesign of pump station for drainage.

Mr. Chartrand added that this project was originally planned by a consultant who was taken off the project for performance issues and replaced by the current firm of Edwards and Kelsey, Inc.

Mr. Chartrand also stated that Miami-Dade County, as a regulatory agency for transportation issues, is requiring the City to revise planning documents to provide for a perimeter sidewalk along Belle Isle Park, to remove three of the six crosswalks across Island Avenue, and to include a sidewalk along the south side of North Island Avenue. Mr. Chartrand added that without these revisions, the County will not approve and/or permit the drawings. Mr. Chartrand added that these additional revisions will push back the project approximately eight months.

Vice-Chairman Steinberg stated that a perimeter sidewalk along Belle Isle Park was never contemplated as part of the project and never requested by local residents. Vice-Chairman Steinberg added that it appears the County is requesting the sidewalk be included in the project out of liability concerns. He further asked if the City has a choice in whether or not to include the sidewalk in the plans.

Mr. Chartrand replied that the park is located within in the City's Right of Way and the City could request to have the County requirement for the sidewalk removed.

Mr. Keith Hark, from the Belle Isle Residents Association addressed the Committee. Mr. Hark stated that residents really enjoy the park. He added that there is no perimeter sidewalk now and one has never been mentioned or contemplated as part of the neighborhood improvements. He additionally stated that residents can live with or without the sidewalk; they just want to see the project continue and not stall any further.

Mr. Hark submitted a letter from Mr. Herb Frank, President of the Belle Isle Residents Association for the record (Attachment A).

7. Discussion regarding the Capital Improvement of the Rotunda and 21st Street Complex.

ACTION

The Committee moved the item to the full Commission, recommending approval of the proposed reprogramming of funds.

Tourism and Cultural Development Director Max Sklar introduced and summarized the item. Mr. Sklar stated that on July 28, 2004, the City Commission awarded a professional service agreement to MC Harry for the planning, design, bid/award and construction administration of the Collins Park Cultural Center Project.

Mr. Sklar added that the project included the renovation of the existing park, the Rotunda, 21st Street Parking Lot, and Streetscape improvements. He added that MC Harry's original budget proposal included plans to make the rotunda a public space.

Mr. Sklar stated that as the area around the Rotunda already consists of three major cultural facilities which contain ample performance space. The Administration is seeking direction on whether the reprogramming of monies originally earmarked for the Rotunda should be invested in the Little Acorn Theater and the restoration of the 21st Street

Clubhouse would better serve the community. He further stated that if the reprogramming of the funds is approved, the Administration would like authorization to hire an architect for the Little Acorn Theater.

Mr. Sklar additionally stated that the City estimates it will cost \$322,000 to restore the Rotunda without retrofitting it into a public space. He added that this would free up approximately \$1.5 million for reprogramming elsewhere.

Ms. Ada Llerandi, from the Cultural Arts Council (CAC), stated that the CAC passed a motion recommending against the conversion of the Rotunda into a public space and recommended investing the funds for the renovation of the 21 Street Clubhouse.

Commissioner Bower made a motion to approve and move the item to the full Commission. Motion seconded by Vice-Chairman Steinberg. Voice Vote: 3-0

OLD BUSINESS:

8. Discussion regarding the Parking System Capital Budget/Walker Parking Plan.

Parking Director Saul Frances introduced and summarized the item. Mr. Frances stated that the Administration was instructed to come back to the Committee with a listing of prioritized viable sites which maximize the inventory of parking in the City.

Mr. Frances stated that the Walker Parking Alternatives Analysis listed the following top five sites for parking development potential:

1. Preferred Parking Lot
2. City Hall Expansion Site
3. 6600 Collins Avenue
4. 17th Street and Washington Avenue Lots
5. 1960 Normandy Drive

Mr. Frances and North Beach Principal Planner Joyce Meyers gave a PowerPoint presentation to the Committee (Attachment B) detailing the following potential development sites:

- Cultural Campus
- North Beach Town Center
- Normandy Village-Wasserstein
- West Lots Improvements
- Land Acquisitions

Chairman Smith separated discussions pertaining to the Normandy Village development site and recused himself from any discussions pertaining to any proposals dealing with the Wasserstein site because of potential perceived conflicts as Allen Wasserstein, owner of the site, is his nephew.

Cultural Campus Development Site

Action: The Committee recommended the Administration issue a Request for Qualifications to hire an architect in order to prepare two plans for the proposed 23rd

Street/Liberty Avenue Garage, one plan with a bridge across Liberty Avenue and another plan without a bridge.

Vice-Chairman Steinberg will meet with Ron Blumberg and the fee simple owner of the adjacent property to discuss a potential land acquisition or joint venture to be included as part of the proposed garage and report back to the City Commission.

North Beach Town Center

Action: The Committee instructed the Administration to continue land swap discussions with City National Bank.

Collins Avenue West Lots

Action: The Committee instructed the Administration to coordinate the completion of the resurfacing of the lots to coincide with the opening of the North Shore Open Space Park and report back with estimated costs and funding sources to the next Committee meeting.

The Committee instructed the Administration to meet with representatives from the Dezer Properties Co. in order to discuss a possible land acquisition/vacation.

Normandy Isle – Wasserstein Site

Chairman Smith recused himself at 5:25 p.m. from any discussions pertaining to this item (Vice-Chairman Steinberg is now acting as Chairman).

Action: The Committee instructed the Administration to meet with representatives from the Wasserstein site and discuss a possible land acquisition or joint venture.

The Committee instructed the Administration to explore parking options for 1960 Normandy Drive.

JMG/PDW/mm 

T:\AGENDA\2005\June 8, 2005 2005\CONSENT\FCWP 05-24-05 Report

1/2

ATTENDANCE SHEET

MEETING OF THE FINANCE AND CITYWIDE PROJECTS COMMISSION COMMITTEE

DATE: - MAY 24, 2005 TIME: - 2:00 PM

PLEASE STATE YOUR NAME WHEN SPEAKING TO THE COMMITTEE - THANK YOU

PLEASE PRINT NAME	BUSINESS NAME & PHONE
KEITH HARK	Belle Isle R.A. 305/672-0968
JOSE R. PAGAN	UDS 305.536-9279
Matt Williams	UBS Financial Services 407 418 2440
Dick Montalbano	RBC Dain 727-825-7712
Luis Nieto	Quine Landers 305-577-7710
J.W. Howard	BEAR STEARNS 561-672-4872
Ramon Ducias	CMB - Finance #6445
Erik Bojarsky	SUN PRT 305-572-9200 x.222
Jose Cruz	CMB-OBPI X6224
Soul Frances	CMB Parking Dept (305) 673 7000 x6463
Joyce Meyers	CMB PLANNING Dept (305) 573-7000 x6167
Max Sklar	TCD-CMB (305) 673-7577
Kristin McKen	CIP X 7071
Kathie Brooks	OBPI X 4166 6249
Randall Robinson	NBDC 305.865.4147
MARK WEITHORN	NBDC 305-865-4147
ADA LLERANDI	M.B. CAC - 305-815-8199

2/2

ATTENDANCE SHEET

MEETING OF THE FINANCE AND CITYWIDE PROJECTS COMMISSION COMMITTEE

DATE: - MAY 24, 2005 TIME: - 2:00 PM

PLEASE STATE YOUR NAME WHEN SPEAKING TO THE COMMITTEE - THANK YOU

PLEASE PRINT NAME	BUSINESS NAME & PHONE
JOHN HEFFERNAN	MAYOR'S COMMISSION 6457
MANNY MARQUEZ	CMB-FIN. X6383
TRISH WALKER	CMB-FIN.
KONT BOND	RDA
DAVID HELLEN	BAC
Diana Trettin	CIP
AC WENSTEIN	SUNPOST
ERIK BOSTAD	ME TOO
Richard Steinberg	CMB
JOSE SMITH	CMB
Matti Bowler	CMB
Dolores Mejia	CMB
Margarita Clem	CMB M & C
Tim Hemstreet	CMB-CMO
JORGE M. GONZALEZ	II II
JORGE CHARTRAND	II - CIP
FRED BERENS	BAC

Attachment A

May 23, 2005

Dear Mayor, Commissioners and City Manager of the City of Miami Beach:

Please excuse the informal means of communication but time is of the essence and I am out of town at this time. I am advised that there is a meeting of the Finance and Citywide Projects Committee tomorrow, May 24, 2005.

As President of the Board of Directors of the Belle Isle Residents Association, I am requesting that you make the logical decision to follow the suggestions made by the Miami Beach CIP for the Belle Isle Park landscaping and renovations.

This project has been delayed but is now finally ready to begin. However, Jorge Chartrand has advised us, that due to a suggestion by Miami Dade County, the plan would to be changed, causing more expense and delays. Miami Dade suggests that a sidewalk needs to go all the way around the park so pedestrians exiting their vehicles and going into the park have a place to walk. The park has never has a sidewalk all the way around it and the residents of Belle Isle have never desired a walk way around the park. The new planned renovations will work well and we do not see any need for this sidewalk and further delays.

Mr. Chartrand indicated he would be willing to proceed with the new plan, without the sidewalk all around the park as suggested by Miami Dade, if the Committee recommends this and the Commission agrees.

The Belle Isle Residents Association sees the logic of keeping the current sidewalk, which now runs along the Venetian Causeway, in addition to the new paths called for in the renovation plan.

We hope that you will approve the plan developed by the Miami Beach CIP.

Thank you for your consideration.

Herb Frank
President, Board of Directors
Belle Isle Residents Association

Attachment B

City of Miami Beach Parking Department

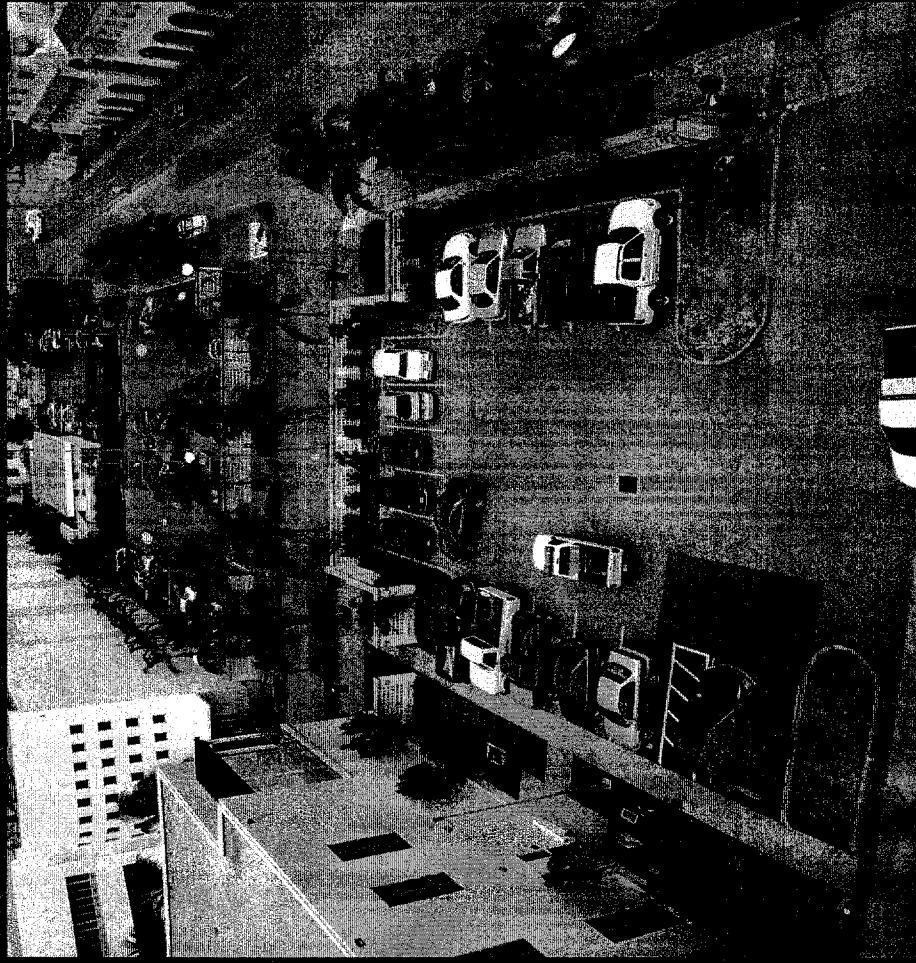
Parking Capital Plan Potential Development Sites

Parking Capital Plan

Development Sites

- Cultural Campus
 - Bridged 23rd Street/Liberty Avenue Garage
 - Land Acquisitions
- North Beach
 - North Beach Town Center
 - City National Bank
 - 410-71st Street
 - 6970 Harding Avenue
 - Normandy Village
 - CMB/Wasserstein (Washington Mutual) Joint Venture
 - West Lots (79th to 87th Street) Improvements
 - Land Acquisitions

Cultural Campus Site



- Bridged 23rd Street/Liberty Avenue Garage
- City controlled surface parking lots
- No Land Acquisition
- Liberty Avenue
 - Bridged
 - Closure

North Beach Town Center

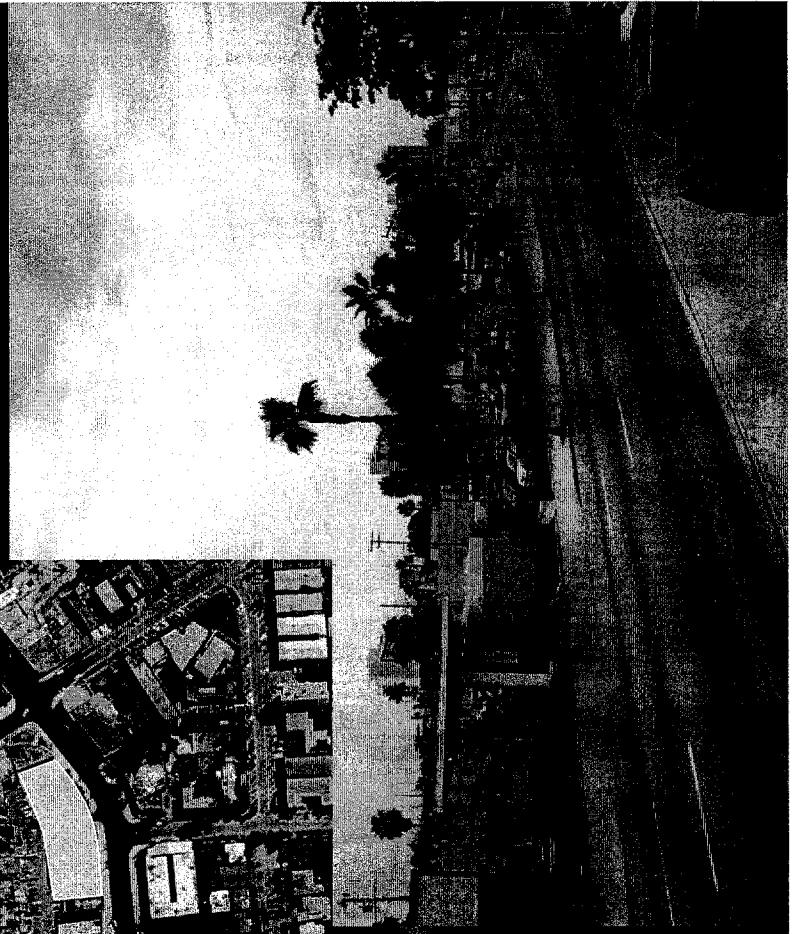
CMB/City National Bank

- Assemblage of Parcels
 - CNB Bldg. Lot
 - CMB Metered Lot
- New 5-story garage
 - 450-550 Spaces
 - Ground floor drive-thru bank tellers



Normandy Isle

CMB / Wassersstein Site



- 1025-1108 71st St.
 - 120,000 total sq.ft.
 - 11,000 sq.ft. retail
 - Garage with 276 spaces
 - Assemblage of Parcels
 - Municipal Lot/Pump Station
 - Drive-thru Lot
 - Alleyway

Collins Avenue West Lots (79th Street to 87th Terrace)

Option A

Parking Lot Upgrades:

- Drainage
- Milling/Resurfacing
- Lighting
- Landscape/Irrigation
- Pay Stations

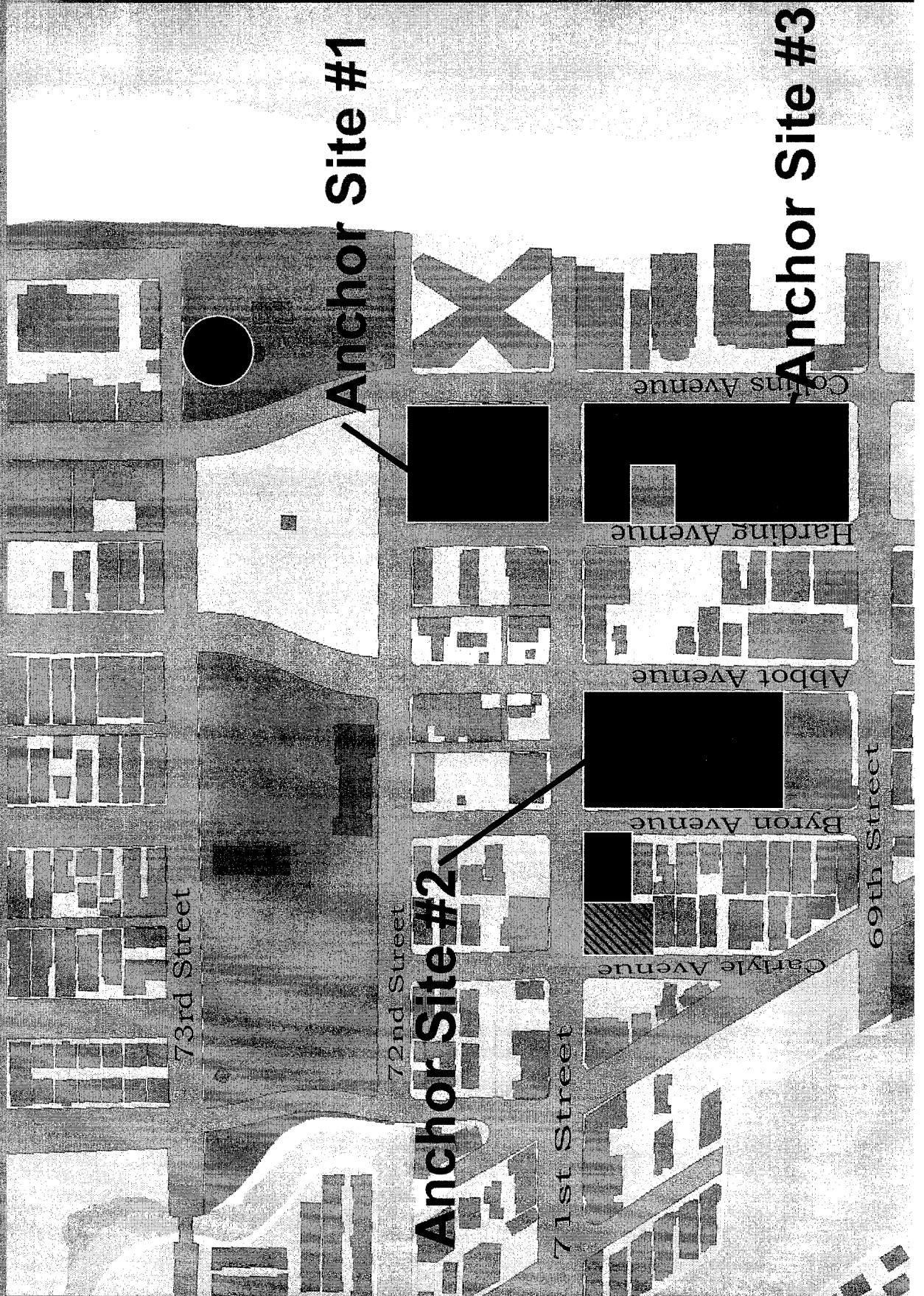


Collins Ave. West Lots (79th St. to 37th Ter.)

Option B
Explore options for
Collins/Harding Ave.
alignment & land use
before decision to
improve existing
parking lots



Town Center Strategies – Anchor Sites



North Beach Town Center Sites



Block 12	
City Lot P-34	13,750 s.f.
CNB parking	13,250 s.f.

Block 13	
City Lot P-30	12,625 s.f.
CNB parking + tellers	49,320 s.f.
Prima Pasta	5,050 s.f.
BellSouth	25,000 s.f.

Block 14	
Byron Carlyle Theater	25,250 s.f.
City Lot P-35	6,250 s.f.

North Beach Town Center

Mixed-Use Redevelopment Site

Block 13 Assemblage of Parcels

- Byron/Carlyle Lot
- City National Bank Parking and Drive-thru Tellers

Optional additions

- Prima Pasta (?)
- Residential Bldg. (?)
- BellSouth (?)



North Beach Town Center

Mixed-Use Redevelopment Site

■ CNB Drive-thru Lot & Byron Carlyle Lot

- Retail
 - Ground Floor
- Potential Library Site
 - Second Level
- Residential
- Office
- Parking
 - 200 or more depending on land assembly and mix of uses



Visions for 71 Street Town Center



Santana Row - San Jose, CA

City/CNB parcels

Illustrative Plan



Ground Floor

20,000 s.f. retail
9,000 s.f. residential
~ 60 parking spaces

2nd Floor

7,000 s.f. office
12,625 s.f. library
9,000 s.f. residential
~ 60 parking spaces

3rd Floor

7,000 s.f. office
10,000 s.f. residential
~ 60 parking spaces

4th Floor

7,000 office
10,000 s.f. residential
~ 60 parking spaces

North Beach Town Center Plan

City of Miami Beach Planning Department - May 2005

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY



Condensed Title:

A Resolution setting a Public Hearing to consider an Amendment to the Zoning Map by changing the Zoning District Classification of the Properties located at 2608 and 2614 Biarritz Drive (f/k/a 1185 and 1205 North Shore Drive), from GU (Government Use) to RS-3 (Single Family Residential), following the conveyance by the City to a Private Party

Issue:

Shall the City Commission adopt the Resolution setting the Public Hearing?

Item Summary/Recommendation:

On June 6, 1990, the Mayor and City Commission adopted Resolution No. 90-20010, authorizing the execution of a purchase and sale agreement with Mr. Milton Lavernia for the sale of Parcels 2 and 3 (the Properties) in Normandy Isle, located at 2608 and 2614 Biarritz Drive (f/k/a 1185 and 1205 North Shore Drive), Miami Beach, Florida, further declaring Parcels 2 and 3 surplus properties. In October 1991, Mr. Lavernia individually sold one parcel to Eva Yelin and one parcel to Samuel Yelin.


The action to initiate the required change in zoning district classifications for the respective Properties were not undertaken at the time the Properties were conveyed.

The Administration recommends that the Mayor and City Commission set the required Public Hearing for July 6, 2005.

Advisory Board Recommendation:

N/A

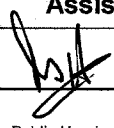
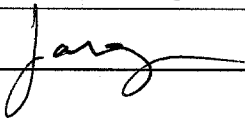
Financial Information:

Source of Funds:  Finance Dept.		Amount	Account	Approved
	1			
	2			
	3			
	4			
	Total			

City Clerk's Office Legislative Tracking:

Tim Hemstreet/Joe Damien

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		

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AGENDA ITEM C7A
DATE 6-8-05

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: June 8, 2005

From: Jorge M. Gonzalez
City Manager

Subject: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, SETTING A PUBLIC HEARING PURSUANT TO SECTION 142-425, MIAMI BEACH CITY CODE, TO CONSIDER AN AMENDMENT TO THE ZONING MAP BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF THE PROPERTIES LOCATED AT 2608 AND 2614 BIARRITZ DRIVE (F/K/A 1185 AND 1205 NORTH SHORE DRIVE), FROM GU (GOVERNMENT USE) TO RS-3 (SINGLE FAMILY RESIDENTIAL), FOLLOWING THE CONVEYANCE BY THE CITY TO A PRIVATE PARTY, ALL IN ACCORDANCE WITH THE CITY'S COMPREHENSIVE PLAN AND LAND DEVELOPMENT REGULATIONS

RECOMMENDATION:

Adopt the Resolution.

BACKGROUND:

On June 6, 1990, the Mayor and City Commission adopted Resolution No. 90-20010, authorizing the execution of a purchase and sale agreement with Mr. Milton Lavernia for the sale of Parcels 2 and 3 (the Properties) in Normandy Isle, located at 2608 and 2614 Biarritz Drive (f/k/a 1185 and 1205 North Shore Drive), Miami Beach, Florida, further declaring Parcels 2 and 3 surplus properties. In October 1991, Mr. Lavernia individually sold one parcel to Eva Yelin and one parcel to Samuel Yelin.

The Properties are located in an area that has a GU (Government Use) zoning district classification and are also adjacent to a single-family residential district with a zoning district classification of RS-3 (Single Family Residential District), and as such the City Administration has deemed that an RS-3 designation would be the most appropriate for the Properties in private ownership.

Pursuant to Section 142-425, of the Miami Beach City Code, "Upon the sale of GU property, the zoning district classification shall be determined, after public hearing with notice pursuant to Florida Statutes, by the City Commission in a manner consistent with the comprehensive plan".

The action to initiate the required change in zoning district classifications for the respective Properties were not undertaken at the time the Properties were conveyed.

Therefore, the Administration deems that the required change in zoning district classification should be pursued at this time, in accordance with the applicable City Code requirements, in order to address the previous oversight, and recommends that the Mayor and City Commission set the required public hearing for July 6, 2005.

JMG:TH:JD:rlr

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, SETTING A PUBLIC HEARING PURSUANT TO SECTION 142-425, MIAMI BEACH CITY CODE, TO CONSIDER AN AMENDMENT TO THE ZONING MAP BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF THE PROPERTIES LOCATED AT 2608 AND 2614 BIARRITZ DRIVE (F/K/A 1185 AND 1205 NORTH SHORE DRIVE), FROM GU (GOVERNMENT USE) TO RS-3 (SINGLE FAMILY RESIDENTIAL), FOLLOWING THE CONVEYANCE BY THE CITY TO A PRIVATE PARTY, ALL IN ACCORDANCE WITH THE CITY'S COMPREHENSIVE PLAN AND LAND DEVELOPMENT REGULATIONS

WHEREAS, on June 6, 1990, the Mayor and City Commission adopted Resolution No. 90-20010, authorizing execution of purchase and sale agreements with Mr. Milton Lavernia for sale of Parcels 2 and 3 (the Properties) in Normandy Isle, located at 2608 and 2614 Biarritz Drive (f/k/a 1185 and 1205 North Shore Drive), Miami Beach, Florida, further declaring Parcels 2 and 3 surplus properties; and

WHEREAS, in October 1991, Mr. Lavernia individually sold one parcel to Eva Yelin and one parcel to Samuel Yelin; and

WHEREAS, the Properties are located in an area that has a GU (Government Use) zoning district classification; and

WHEREAS, pursuant to Section 142-425, of the Miami Beach City Code, "Upon the sale of GU property, the zoning district classification shall be determined, after public hearing with notice pursuant to Florida Statutes, by the City Commission in a manner consistent with the comprehensive plan"; and

WHEREAS, for reasons unbeknownst to the current City Administration, action to initiate the required change in zoning district classifications for the respective Properties were not undertaken at the time the Properties were conveyed; and

WHEREAS, the City Administration deems that the required change in zoning district classification should be pursued at this time, in accordance with the applicable City Code requirements, in order to address the previous oversight; and

WHEREAS, the Properties are currently located adjacent to a single-family residential district with a zoning district classification of RS-3 (Single Family Residential District), and as such the City Administration has deemed that an RS-3 designation would be the most appropriate for the Properties in private ownership.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that a Public Hearing be set for July 6, 2005, pursuant to Section 142-425 of the Miami Beach City Code, to consider an amendment to the zoning map by changing the zoning district classification of the properties located at 2608 and 2614 Biarritz Drive (f/k/a 1185 and 1205 North Shore Drive), from GU (Government Use) to RS-3 (Single Family Residential), following the conveyance by the City to a private party, all in accordance with the City's Comprehensive Plan and Land Development Regulations.

PASSED and ADOPTED this 8th day of June, 2005.

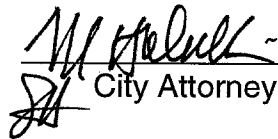
ATTEST:

CITY CLERK

MAYOR

JMG:TH:JD:rlr

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION


City Attorney

5-27-05
Date

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**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution Approving Amendment Five To The City's Agreement With Glatting Jackson Kercher Anglin Lopez Rinehart For The Planning Of The West Avenue Neighborhood ROW Improvement Project in the Amount of \$134,009 To Provide For Additional Services Consisting Of Extended Planning Phase Services, Which Are Required To Implement the Project and Further Appropriating the Required and Available Additional Funding From Series 2000 Water and Sewer Bond Funds, Series 2000 Stormwater Bond Funds, and 1999 G.O. Bond Funds For This Purpose.

Issue:

Shall the City amend its agreement with Glatting Jackson Kercher Anglin Lopez Rinehart for the planning of the West Avenue Neighborhood Right of Way Improvement Project by \$134,009 to provide for additional planning services required to implement the Project and appropriate the corresponding required funding?

Item Summary/Recommendation:

In May 2001, the City executed an agreement with Glatting, Jackson, Kercher, Anglin, Lopez, Rinehart (Glatting Jackson) for the design of the West Avenue Neighborhood ROW Improvement Project for a fee of \$231,444. Amendments One and Two for, respectively, the design of Bay Road drainage improvements (\$59,669) and additional drainage improvements for Bay Road (\$19,980), were approved on 4/10/02 and 9/25/02. Amendment Three for the provision of additional construction administration services for the construction of Bay Road in the amount of \$64,480 was approved on 5/21/03. Amendment Four was negotiated and approved by the City in August 2004 in the amount of \$18,100 for additional construction administration services required to complete construction of Bay Road bringing the total agreement value to \$420,963. After several years of the planning effort being placed on hold to identify additional funding for the water and stormwater components identified by the Community at CDW No. 1, the City has determined that it would be in the City's best interest to move forward with the additional planning efforts to complete the planning phase and adopt a BODR. The proposed amendment allows Glatting Jackson to finish the planning effort for the above ground improvements as well as addressing the comments made by the Community during CDW No. 1. The BODR can be adopted with the appropriate recommendations for improvements, but the design and construction of the improvements will be placed on hold until sufficient funding is identified. Funding for the additional services is available from the appropriate sources. The Neighborhood ROW Improvement Program Manager Hazen and Sawyer recommends that the City approve the Amendment. The Finance and Citywide Projects Committee recommended approval of Amendment Five at their meeting on May 24, 2005. This item will be considered by the General Obligation Bond Oversight Committee at its June 6, 2005 meeting. The Administration recommends approval of the resolution.

Advisory Board Recommendation:

This item will be considered by the General Obligation Bond Oversight Committee at its June 6, 2005 meeting.

Financial Information:

Source of Funds:	Amount	Account	Approved
<div style="border: 1px solid black; width: 80px; height: 60px; margin: 0 auto;"></div> Finance Dept.	1	\$20,102	Series 2000 Water and Sewer Bond
	2	\$62,984	Series 2000 Stormwater Bond
	3	\$50,923	1999 G.O. Bond
	4		
	5		
	Total	\$134,009	

City Clerk's Office Legislative Tracking:

Diana Kamenel Trettin, Senior Capital Projects Coordinator, CIP Office

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM

C7B

DATE

6-8-05

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: June 8, 2005

From: Jorge M. Gonzalez
City Manager

Subject: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH APPROVING AMENDMENT FIVE TO GLATTING JACKSON KERCHER ANGLIN LOPEZ RINEHART ("GLATTING JACKSON") AGREEMENT WITH THE CITY FOR THE PLANNING OF THE WEST AVENUE NEIGHBORHOOD RIGHT OF WAY IMPROVEMENT PROJECT ; TO PROVIDE FOR ADDITIONAL PROFESSIONAL SERVICES IN THE AMOUNT OF \$134,009 REQUIRED TO FINALIZE THE PLANNING PHASE OF THE PROJECT; AND FURTHER APPROPRIATING FUNDING FOR THIS PURPOSE AS FOLLOWS: \$62,984 IN SERIES 2000 STORMWATER BOND FUNDS; \$20,102 IN SERIES 2000 WATER AND SEWER BOND FUNDS; AND \$50,923 IN 1999 G.O. BOND FUNDS.

Recommendation

Approve the Resolution.

Funding

Funding for the Amendment is available from the project budget as follows:

- \$62,984 from Series 2000 Stormwater Bond Funds
- \$20,102 from Series 2000 Water and Sewer Bond Funds
- \$50,923 from 1999 G.O. Bond Funds

Analysis

In May 2001, Glatting, Jackson, Kercher, Anglin, Lopez, Rinehart ("Glatting Jackson") was awarded an agreement with the City of Miami Beach to provide planning, design, and construction administration services required to implement the West Avenue/Bay Road Right of Way Improvement Project. The total fee for the original Agreement was \$231,444. At the time the Agreement was awarded, the relatively small amount of funding allocated by the G.O. Bond and Stormwater Bond for the neighborhood resulted in planned project streetscape improvements being limited to West Avenue and Bay Road.

Over the next several months work proceeded on project planning and a Community Design Workshop (CDW) was held on November 8, 2001. Workshop attendees expressed a very vocal consensus that the project should be delayed until sufficient funding could be

identified to implement comprehensive neighborhood-wide water and stormwater improvements rather than the targeted improvements proposed. In response, the project planning effort was put on hold while a search for additional funding was conducted.

Bay Road Stormwater Improvements

Although the planning effort for the larger neighborhood was put on hold, the planning and design of Bay Road improvements was accelerated so that construction drawings could be provided to the developer of the adjacent Grand Flamingo project, AIMCO, who was required through a Design Review Board (DRB) order to construct Bay Road streetscape improvements between 14th and 16th Streets. In support of this portion of the Project, on April 10, 2002, the Miami Beach City Commission approved Amendment One to the original contract to provide additional professional services associated with the design of the Bay Road drainage improvements (\$59,669), the planning of streetscape and street end improvements to 10th, 14th, and 16th Streets (\$17,890), and the holding of a second CDW (\$9,400) for a total additional fee of \$86,959.

On September 25, 2002, the City approved Amendment Two to the original contract in the amount of \$19,980 to provide additional required drainage design services for Bay Road. On May 21, 2003, the City approved Amendment Three to the original contract in the amount of \$64,480 to provide for construction administration services for construction of Bay Road improvements. On August 2004, the City approved Amendment Four to the original contract in the amount of \$18,100 for additional construction administration services required for Bay Road construction, bringing the total fee to \$420,963. Bay Road construction continued and was substantially completed in late 2004.

Planning Phase for West Avenue Neighborhood

After several years of the planning effort being placed on hold to work on the Bay Road project, and attempts to identify additional funding for the water and stormwater components identified by the Community at CDW No. 1, the City had to determine the next steps to take with regard to the planning of the entire West Avenue Neighborhood project. Additional funding for the desired water and stormwater improvements have not yet been identified, and may not be identified for another year or two, or until additional bonds can be issued for the water and stormwater system upgrades. In late 2004, after the completion of Bay Road construction, the City began negotiating with Glatting Jackson to restart and complete the planning process for the overall West Avenue Neighborhood, while continuing to seek the funding required to implement comprehensive improvements as was agreed to after the first CDW in November 2001. However, the existing Consultant planning and design agreement has to be amended to compensate the Consultant for the additional work generated by the increase in the scope of planned improvements. Negotiations to amend the existing agreement have been ongoing since early 2004.

At this point, the City has three (3) options:

1. Continue placing the project planning on hold until funding can be identified, which may be another year or more;
2. Move forward with additional planning efforts to complete the planning phase and

- adopt a Basis of Design Report (BODR); or
3. Terminate the agreement with Glatting Jackson and place the project on hold until all additional funding can be identified, at which time the City will need to enter into a new Request for Qualifications (RFQ) process to hire a new A/E consultant.

After several months of further discussion and consideration, the Administration has determined that it would be in the City's best interest to move forward with the additional planning efforts to complete the planning phase and adopt a BODR. Glatting Jackson will be able to finish the planning phase for the above-ground improvements, as well as address the comments made by the Community during CDW No. 1. The BODR can be adopted with the appropriate recommendations for improvements, but the design and construction of the improvements will be placed on hold until sufficient funding is identified.

The City has negotiated these additional services with Glatting Jackson and reached agreement on a proposed fifth Amendment to the Project to cover additional Planning services in the amount of \$134,009 (as outlined in Exhibit A) for the proposed increase of the overall project scope and construction budget from approximately \$2,718,012 to \$10,800,000. Glatting Jackson has also agreed to put the project design on hold, and remain under agreement, until the funding can be found and the design process completed.

If the Commission approves Amendment No. 5, planning efforts in the West Avenue neighborhood will be re-initiated shortly thereafter. A second CDW will be scheduled and the BODR developed. The additional planning effort is expected to be completed by late 2005. It should be noted that this delay has not significantly impacted the construction timeline of this project, as it was to be one of the last constructed projects in the ROW Program.

Conclusions

These additional services totaling \$134,009 constitute Amendment Five (5) to Glatting Jackson's Agreement for the planning of the West Avenue Neighborhood ROW Improvements Project. The Neighborhood Program Manager Hazen and Sawyer has determined that these additional services are required to implement the Project. This Amendment will increase the total Glatting Jackson agreement value to \$554,972. The Administration recommends approval of this amendment. The Finance and Citywide Projects Committee discussed this request for additional services at their meeting on May 24, 2005, and recommended that the full amount of additional services be sent to the Commission on June 8, 2005 for approval. This item will also be considered by the General Obligation Bond Oversight Committee at its June 6, 2005 meeting.

JMG/TH/JECH/KLM/DKT

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Exhibit A



GLATTING JACKSON KERCHER ANGLIN LOPEZ RINEHART

Jack F. Glatting, Founder
William J. Anglin, Jr.
David L. Barth
Gregory A. Bryla
Frances E. Chandler-
Marino
Charles P. Cobble
Jay H. Exum
Carey S. Hayo
Jay R. Hood
Timothy T. Jackson
William C. Kercher, Jr.
Walter M. Kulash
Brent A. Lacy
Sharon K. Lamantia
Thomas J. McMacken, Jr.
John H. Percy
John F. Rinehart
Troy P. Russ
Peter C. Sechler

Charles M. Atkins
Dan E. Burden
Karen T. Camplin
Nate L. Clair
David R. Claus
Todd D. Clements
Michael R. Cochran
A. Blake Drury
Christi B. Efflein
Douglas V. Gaines
John T. Griffin III
Bruce C. Hall
David M. Hoppes
Patricia Sepulveda-Hurd
Gail D. Lacey
William D. Lites
Ian M. Lockwood
Kok Wan Mah
Jeffrey F. Manuel
Edward J. McKinney
Randall S. Mejeur
Douglas A. Metzger
John J. Moore III
Bahraj N. Mohabeer
Jonathan M. Mugmon
Karen D. Nelson
Kathleen S. O'Sullivan
Kelley Samuels Peterman
Heather J. Phiel
Mary Taylor Raulerson
Nancy M. Roberts
Tara L. Salmieri
Andrew B. Sheppard
Mike P. Sobczak
Jeff M. Sugar
Ronald L. Urbaniak
G. Wade Walker
Gary E. Warner
John Paul Weesner
Donald G. Wishart

*Community
Planning & Design*
222 Clematis Street
Suite 200

West Palm Beach
Florida 33401
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F: 561 833 1790
www.glatting.com

Atlanta • Orlando
West Palm Beach

March 29, 2005

Mr. Charles O. Carreno, P.E.
Deputy Program Manager
Hazen and Sawyer, P.C.
975 Arthur Godfrey Road
Suite 211
Miami Beach, Florida 33139

Re: City of Miami Beach Right-of-Way Infrastructure Improvement Program,
Neighborhood No. 11 – West Avenue / Bay Road, Amendment No. 5

Dear Charlie,

We are in agreement with your letter of March 21, 2005, confirming our March 17 telephone conference and agreeing to a total fee of \$191,904.00 to complete the Planning Services (Task 1) associated with the revised scope of services. We wish to clarify that, based on the table you provided with your letter, we will be authorized to use the remaining direct expenses (originally allocated for the entire project) for the Planning phase of the project. This results in a fee for Amendment 5 of \$134,009.06.

Attached is the revised Fee Estimate you requested, reflecting the values presented in your table. Also, I have requested a task description of the Geotechnical Evaluation from RJ Behar, and anticipate sending it to you next week. As requested in an earlier email, we would appreciate the opportunity to discuss simplification of the invoicing against fees and would like to discuss at your earliest convenience.

Please let me know if you have any questions. We look forward to working with you to complete the Planning Services for the project.

Sincerely,

Dave Barth, ASLA, AICP
Vice President

Cc: Donald Shockey
Sharon Lamantia
Richard Bolt

**AMENDMENT NO. 5
TO THE PROFESSIONAL ARCHITECTURAL
AND ENGINEERING (A / E) SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI BEACH, FLORIDA
AND
GLATTING JACKSON KERCHER ANGLIN LOPEZ RINEHART, INC.,
DATED MAY 16, 2001,
IN AN AMOUNT NOT-TO-EXCEED \$,
FOR THE PROVISION OF ADDITIONAL PROFESSIONAL SERVICES,
ASSOCIATED WITH PLANNING SERVICES
FOR THE RIGHT-OF-WAY INFRASTRUCTURE IMPROVEMENTS PROGRAM
NEIGHBORHOOD NO. 11 – WEST AVENUE.**

This Amendment No. 5 to the Agreement made and entered this _____ day of _____, 2005, by and between the CITY OF MIAMI BEACH, a Municipal Corporation existing under the laws of the State of Florida (hereinafter referred to as CITY), having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida 33139, and Glattling Jackson Kercher Anglin Lopez Rinehart, Inc., having its principal offices at 33 East Pine Street, Orlando, Florida 32801 (hereinafter referred to as CONSULTANT).

RECITALS

WHEREAS, pursuant to Request for Qualifications (RFQ) No. 7-00/01, the Mayor and CITY Commission adopted Resolution No. 2001-24388, on May 16, 2001, approving and authorizing the Mayor and CITY Clerk to execute an Agreement with Glattling Jackson Kercher Anglin Lopez Rinehart, Inc., for Professional Services for the West Avenue / Bay Road Neighborhood Streetscape and Utility Improvement Project; and

WHEREAS, the Agreement provides for the detailed planning, design, permitting, bidding / award and construction administrative services for various streetscape / utility improvements within the West Avenue neighborhood; and

WHEREAS, the Agreement was executed for a not-to-exceed amount of \$231,444; and

WHEREAS, the administration negotiated and awarded Amendment No. 1 to the Agreement on the amount of \$86,959 via resolution 2002-24821, to address additional planning services associated with the 10th Street, 14th Street and 16th Street ends, as well as planning services for a new stormwater design on Bay Road between 14th and 16th Streets in compliance with CITY Stormwater Master Plan drainage criteria, pre-Community Design Workshop (CDW) No. 2 preparation and presentation, the implementation of additional underground utility field verification efforts to further refine contract documents by selectively investigating "utility" locations where proposed underground infrastructure will intersect with existing improvements; and presentation, as well as the preparation of stormwater construction documents for the noted Bay Road corridor; and

WHEREAS, the administration negotiated and awarded Amendment No. 2 to the Agreement in the amount of \$19,980 was via Resolution 2002-24980, to address additional services associated with the revision of the 90% design completion stage construction drawings for Bay Road based upon comments received by the CITY from residents; and

WHEREAS, the administration negotiated and awarded Amendment No. 3 to the Agreement in the amount of \$64,480 was via Resolution 2003-25206, to address additional services associated with the construction management of the Bay Road stormwater component; and

WHEREAS, the administration negotiated and awarded Amendment No. 4 to the Agreement in the amount of \$18,100 was via Administrative Approval, to address additional construction administration services for an extended construction period associated with the Bid Package 11A: Bay Road 14th to 16th Street Improvements project.

WHEREAS, the CONSULTANT has requested an increase to its compensation to address additional services associated with planning tasks that have resulted from the expansion of the original construction budget of \$2,700,000 to an estimated target construction budget of \$10,800,000 as of the date of this Amendment; and

WHEREAS, the CITY and the PROGRAM MANAGER, concur with the CONSULTANT's request to renegotiate the planning services task; and

WHEREAS, this Amendment No. 5 increased the total contract fee by a not-to-exceed amount of \$; and

NOW, THEREFORE, the parties hereto, and in consideration of the mutual promises, covenants, agreements, terms, and conditions herein contained, and other good and valuable consideration, the respect and adequacy are hereby acknowledged, do agree as follows:

1. **ABOVE RECITALS**

The above recitals are true and correct and are incorporated as a part of this Amendment No. 5.

2. **MODIFICATIONS**

The Agreement is amended as follows:

2.1 **Schedule A, TASK 1 entitled PLANNING SERVICES, first paragraph, DELETE the first paragraph in its entirety and REPLACE it with the following:**

"The purpose of this Task is to complete the planning process that establishes a Project design concept in the form of a Project Basis of Design Report. In this effort, the CONSULTANT has previously completed a partial Project planning phase that culminated with West Avenue Community Design Workshop No. 1 held on November 8, 2001. The intent of this Task requires the CONSULTANT to revisit the planning effort previously undertaken, and obtain community consensus on Project scope through the holding of two Community Design Workshops. The CONSULTANT shall use the results of the consensus to develop a Project Basis of Design Report. This effort shall be accomplished through the completion of the sub-tasks specified below."

2.2 **Schedule A, Task 1.1 entitled Project Kick-Off Meeting, DELETE the first paragraph and REPLACE it with the following paragraph:**

"Due to the length of time (over 40 months) that has elapsed since the initial project kick-off meeting, the CONSULTANT shall attend one (1) Kick-Off Meeting with the CITY and

PROGRAM MANAGER to review existing planning and design documents related to the West Avenue / Bay Road Neighborhood. This shall serve as a coordination meeting to address activities described in Amendment No. 5, as well as review previously completed work per the original scope of services and Amendment Nos. 1 through 4, as applicable to the proposed planning effort.

Project elements to be addressed at the kick-off meeting shall include but not be limited to:

- 10th Street improvements
- Lincoln Road improvements
- 14th Street improvements
- Bay Road improvements
- Irrigation improvements
- West Avenue improvements from 5th street to 17th Street
- Water Main Replacement (15,300 LF) per the attached Exhibit A-5
 - Stormwater improvements for the remainder of the neighborhood, exclusive of Bay Road between 14th Street and Lincoln Road, which has been partially addressed by Bid Package 11A and a proposed Public Works Department project. The Level of Service shall be consistent with CITY Public Works Department requirements
 - Coordination of proposed stormwater improvements with adjacent Flamingo Lummus Neighborhood Project, as applicable

Deliverables: - Meeting Minutes (by PROGRAM MANAGER) to project team.

Schedule: - Within five (5) working days of receiving an executed Amendment 5"

2.3 Schedule A, Task 1.2 entitled Infrastructure Planning, DELETE the task in its entirety and REPLACE it with the following:

"The CITY has identified water mains that require replacement in attached Exhibit A-5. The CONSULTANT shall replace all existing mains noted with 8-inch diameter ductile iron mains. In addition, the CONSULTANT shall identify all service connections, including but not limited to private residences and commercial properties and fire hydrants. The planning effort shall include a discussion on required phasing to minimize service interruptions, and identification of any rear easement service connections that shall require relocation to the right-of-way, along with the CONSULTANT's recommendation for achieving such.

In addition, the CONSULTANT shall provide planning-level stormwater modeling and coordination for the entire West Avenue / Bay Road Neighborhood stormwater basin, inclusive of any required tie-ins with the newly installed Bay Road stormwater system between 14th and 16th Streets. This effort shall also include coordination with the Flamingo

Lummus Improvement Project(s), since the existing / proposed drainage systems of the West Avenue / Bay Road and Flamingo - Lummus neighborhoods are interconnected. There are five (5) outfall locations where drainage system components from the Flamingo Lummus neighborhood cross into the West Avenue neighborhood to access discharge to Biscayne Bay. They are as follows: 6th Street, 8th Street, 10th Street, 11th Street, and 14th Street. Although this scope of services does not include effort to model the Flamingo-Lummus neighborhood, it is anticipated that the CONSULTANT shall model a minimum of two scenarios that discharge collected stormwater from the West Avenue neighborhood via the existing drainage outfalls along 6th, 8th, 10th, 11th and 14th Streets.

The CONSULTANT shall attend one (1) coordination meeting with each of the following agencies to effectively plan for a stormwater system that meets the level of service requirements identified by the CITY's Public Works Department:

- Florida Department of Transportation
- Florida Department of Environmental Protection
- South Florida Water Management District
- Miami-Dade Department of Environmental Resources Management
- Flamingo - Lummus ROW Project Consultant

Other tasks shall include data collection, on-site field reviews, evaluation, modeling and analysis of the existing / proposed stormwater systems and the preparation of a stormwater management report outlining the technical basis for the proposed system improvements.

Deliverables: - Report summarizing analyses of proposed water and stormwater improvements

Meeting Minutes (by CONSULTANT) from Coordination Meetings

Schedule: - Within thirty (30) working days from the completion of Task 1.1."

2.4 Schedule A, Task 1.3 entitled Project Site Reconnaissance Visit and Development of Alternative Streetscape Treatments, DELETE the task in its entirety and REPLACE it with the following:

"The CONSULTANT shall conduct one (1) site visit of the West Avenue / Bay Road Neighborhood with CITY to better understand the Project area needs.

Based on the results of the site visits, the CONSULTANT shall assemble two reference images for each of the following:

- 10th Street improvements
- 14th Street improvements
- Lincoln Road improvements

- West Avenue improvements

One of the reference images for each of the above shall present proposed improvements possible under current budget limitations. The other shall show an alternative concept that is fundable under the current scope.

In addition, the CONSULTANT shall prepare preliminary "budget" level cost estimates (+30%, -15% as defined by the American Association of Cost Engineers) for each alternative treatment indicating opinions of probable cost. Opinions shall present costs by category and funding source types (i.e. paving, lighting, landscaping, water, stormwater, general obligation, etc.) and shall be prepared in a Microsoft Excel Spreadsheet format as provided to the CONSULTANT by the PROGRAM MANAGER. CONSULTANT shall prepare and distribute meeting minutes of the project site reconnaissance visit.

Deliverables: - Two graphic images of 10th Street

- Two graphic images of 14th Street
- Two graphic images of Lincoln Road
- Two graphic images of West Avenue
- Preliminary "budget" level cost estimates for each alternative

Schedule: - Within thirty (30) working days of task 1.1 completion."

2.5 Schedule A, Task 1.4 entitled Attend "Visioning" Session, DELETE this task in its entirety and REPLACE it with the following:

"The CONSULTANT shall attend a Visioning Session with representatives from the CITY and the PROGRAM MANAGER to review the deliverables from Task 1.1 – 1.3 above, project budget and schedule and to clarify project goals in preparation for the Community Design Workshops. The CONSULTANT shall prepare draft-meeting minutes to summarize the results of the Visioning Session and forward them to PROGRAM MANAGER, who shall review and provide comments. The CONSULTANT shall incorporate PROGRAM MANAGER'S comments into final meeting minutes and resubmit the final minutes to the PROGRAM MANAGER, who shall distribute to the project team

Deliverables: - Meeting Minutes

Schedule: - Within ten (10) working days of task 1.3 completion."

2.6 Schedule A, Task 1.5 entitled Review Meeting Prior to Community Design Workshop, DELETE this task in its entirety and REPLACE it with the following:

"Based on the Visioning Session, the CONSULTANT shall prepare materials for the Community Design Workshop, including an Agenda, PowerPoint presentation, Display Boards and Handouts, to communicate recommended neighborhood water, stormwater, streetscape, and traffic calming improvements as agreed to with the CITY during the Visioning Session. The CONSULTANT shall attend one (1) meeting with the CITY and PROGRAM MANAGER to review the workshop materials, and to ensure that any and all

concerns regarding the project scope, schedule and cost parameters are addressed prior to scheduling the Community Design Workshop. The PROGRAM MANAGER shall prepare and distribute meeting minutes.

- Deliverables:**
- Meeting Agenda
 - PowerPoint Presentation (draft and revised)
 - Display Boards (draft and revised)
 - Handouts (draft and revised)
 - Meeting Minutes (by PROGRAM MANAGER)

- Schedule:**
- Within ten (10) working days of Task 1.4 completion"

2.7 Schedule A, Task 1.6 entitled Community Design Workshops, ADD the following Task 1.6.2 - Community Design Workshop No. 2:

"The CONSULTANT has previously participated in one (1) Community Design Workshop under the scope of the original Agreement, Scope of Services, and Amendment Nos. 1 – 4. Under this Amendment No. 5 scope of work, the CONSULTANT shall prepare for, attend and facilitate the Community Design Workshop No. 2 to present and discuss the proposed improvements with neighborhood residents. The CONSULTANT shall prepare draft-meeting minutes to summarize the results of the Community Design Workshop No. 2 and forward them to PROGRAM MANAGER, who shall review and provide comments. The CONSULTANT shall incorporate PROGRAM MANAGER'S comments into final meeting minutes and resubmit the final minutes to the PROGRAM MANAGER, who shall distribute to the project team.

- Deliverables:**
- Revised Workshop materials
 - Attend and facilitate Community Design Workshop
 - Draft and Final meeting minutes

- Schedule:**
- Within fifteen (15).working days from the completion of Task 1.5"

2.8 Schedule A, Task 1.7 entitled Basis of Design Report (DRAFT), DELETE this task in its entirety and REPLACE it with the following:

"The CONSULTANT shall incorporate recommended planning concepts as generated through the efforts outlined in Tasks 1.1 through 1.6 above, with those previously included under the original scope of the project and Amendment Nos. 1 through 4, into a Draft Basis of Design Report (BODR). This BODR shall include a summary of findings and a graphic illustration of the neighborhood indicating all proposed recommended / funded improvements under the current phase of the project, inclusive of water, stormwater, urban design, streetscape, landscape and irrigation. In this effort, the CONSULTANT shall also include an opinion of probable cost prepared in conformance with the format provided by

PROGRAM MANAGER. Cost opinions shall be provided for both current phase and future (unfunded) improvements that may results from the various planning process discussions and meetings. Cost opinions shall summarize the total estimated costs for those improvements funded by General Obligation, Stormwater, Water/Sewer and City Center Redevelopment Agency funding sources. In addition, the CONSULTANT shall include a proposed schedule, indicating estimated design, bid, award, and construction timeframes.

As a part of this effort, the CONSULTANT shall expand the Draft BODR from the technical memorandum format (estimated to be 15 – 20 pages) in the original base scope of services, to a full report (estimated to be 100 pages), consistent with the sample BODR provided by the PROGRAM MANAGER to the CONSULTANT during contract negotiations for this Amendment: Reference BODR for Neighborhood No. 10 – Flamingo Lummus, dated May 30, 2002 and BODR for Neighborhood 3 – Normandy Shores, dated September 6, 2003.

Deliverables: - Prepare 25 copies of the draft BODR

Schedule: - Within twenty (20) working days from completion of the final Community Design Workshop”

2.9 Schedule A, Task 1.8 entitled Review of BODR with CITY Departments, DELETE the task in its entirety and REPLACE it with the following:

“The CONSULTANT shall prepare, meet, present and review the Draft BODR elements listed below with up to eight (8) CITY Departments and the CITY Commission. CONSULTANT shall attend up to three (3) review meetings with CITY, and assist CITY, as practicable, in obtaining approvals from noted review agencies by participating in negotiations with such authorities. The CONSULTANT retains final responsibility for procuring all necessary approvals, and for implementing required revisions and resubmissions as necessary. It is recognized by CITY and PROGRAM MANAGER that the time period for obtaining approvals from the various review agencies is beyond the control of CONSULTANT, except for issues concerning the acceptability of the proposed design concepts and CONSULTANT’s ability to respond to review agency comments. CONSULTANT shall address and respond to comments received from the various reviews in writing, and implement requested revisions into the draft BODR, as agreed with CITY and PROGRAM MANAGER, within fourteen (14) calendar days of receipt of comments, unless agreed to otherwise with PROGRAM MANAGER. CONSULTANT shall draft meeting minutes and forward them to PROGRAM MANAGER, who shall review and distribute accordingly. Once all comments have been received from the Departments, the CONSULTANT shall be responsible for incorporating the review comments into one (1) set of revisions to the Draft BODR and resubmission to the PROGRAM MANAGER.

Deliverables: - Up to eight (8) Meeting Minutes from meetings with CITY Departments that incorporate comments related to tasks listed above.

- One (1) revised Draft BODR that incorporates comments related to tasks listed above.

Schedule: - Within fifteen (15) working days of draft BODR completion.”

2.10 Schedule A, Task 1.9 entitled Additional Review Meetings, DELETE this task in its entirety and REPLACE it with the following:

"The CONSULTANT shall attend up to four (4) additional Review Meetings as requested by the CITY. The PROGRAM MANAGER will be responsible for scheduling review meetings and the preparation and distribution of minutes at these meetings. The CONSULTANT shall not prepare the final BODR until all review meetings have been completed and all comments have been received, reviewed and agreed upon by the CITY and PROGRAM MANAGER.

Deliverables: - Meeting Minutes for up to four (4) additional BODR review meetings (By PROGRAM MANAGER)"

2.11 Schedule A, Task 1.10 entitled Final Basis of Design Report, DELETE this task in its entirety and REPLACE it with the following:

"The CONSULTANT shall be responsible for producing a Final Basis of Design Report, inclusive of comments and revisions gathered during review meetings with the various CITY Departments and the CITY Commission. The CONSULTANT shall provide an electronic version of the Final BODR in .pdf format with a linked Table of Contents to facilitate posting on the CITY's website.

Deliverables: - Twenty five (25) copies of the Final BODR incorporating elements listed above.

- One (1) electronic .pdf file of Final BODR

Schedule: - Within ten (10) working days after completion of review noted in Tasks 1.8 and / or 1.9".

2.12 Schedule A, Task 6.4 entitled Geotechnical Evaluation, DELETE this task in its entirety and REPLACE it with the following:

"The CONSULTANT shall conduct a preliminary field exploration program to identify typical geotechnical conditions along the proposed pipeline corridor(s) and/or to ascertain the sub surface conditions with respect to its drainage design. Actual locations shall be as directed by CONSULTANT. Cost shall be limited to the noted not-to-exceed amount. Unused amounts in this allowance shall be credited back to the CITY at the completion of the project."

2.13 Schedule A, Exhibit A, DELETE the referenced Schedule A and REPLACE it with the attached Exhibit A-5.

2.14 Schedule B, DELETE the referenced Schedule B and REPLACE it with the attached Schedule B-5.

3. OTHER PROVISIONS.

All other provisions of the Agreement, as amended, are unchanged.

4. **RATIFICATION.**

The CITY and CONSULTANT ratify the terms of the Agreement, as amended by this Amendment No. 5.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 5 to be executed in their names by their duly authorized officials as of the date first set forth above.

ATTEST:

CITY OF MIAMI BEACH

Robert E. Parcher
City Clerk

By _____
David Dermer
Mayor

ATTEST:

CONSULTANT:

**GLATTING JACKSON KERCHER ANGLIN
LOPEZ RINHEART, INC**

By _____

PRESIDENT

Print Name

Print Name

TASK NO.	TASK DESCRIPTION	PROJECT DIRECTOR	PROJECT MANAGER	SR. ENGINEER / ARCHITECT	ENGINEER / ARCHITECT	DESIGNER	DRAFTER	CLERICAL	TOTAL HOURS	TOTAL COST
1	PLANNING SERVICES									
1.1	PROJECT KICK-OFF MEETING	5	2	5	0	0	0	2	14	\$1,655
1.2	INFRASTRUCTURE PLANNING	8	6	32	3	3	2	8	62	\$6,450
1.3	PROJECT SITE RECONNAISSANCE VISIT AND DEVELOPMENT OF ALTERNATIVE STREETSCAPE TREATMENTS	14	6	85	3	93	2	8	211	\$20,133
1.4	ATTEND "VISIONING" SESSION	11	6	13	0	0	0	4	34	\$4,046
1.5	REVIEW MEETINGS PRIOR TO COMMUNITY DESIGN WORKSHOPS	14	8	30	0	18	0	2	72	\$7,929
1.6	COMMUNITY DESIGN WORKSHOPS	0	0	0	0	0	0	0	0	\$0
1.6.1	COMMUNITY DESIGN WORKSHOP NO. 1									
1.6.2	COMMUNITY DESIGN WORKSHOP NO. 2									
1.6.3	COMMUNITY DESIGN WORKSHOP NO. 3	10	6	10	2	3	7	2	40	\$4,286
1.7	BASIS OF DESIGN REPORT (DRAFT)	24	6	98	40	100	0	40	308	\$28,296
1.8	REVIEW OF BODR W/ CITY DIVISIONS	12	12	81	0	20	0	20	145	\$14,621
1.9	ADDITIONAL REVIEW MEETINGS	14	8	15	0	0	0	7	44	\$5,108
1.10	FINAL BASIS OF DESIGN REPORT	4	4	27	6	32	0	8	81	\$7,440
2	DESIGN SERVICES									
2.1	FIELD VERIFICATION OF EXISTING CONDITIONS									
2.2	DETAILED DESIGN									
2.3	DESIGN / CONSTRUCTABILITY REVIEW									
2.4	COST OPINIONS									
2.5	COMMUNITY DESIGN REVIEW MEETINGS									
2.6	DOCUMENT REVISIONS									
2.7	PERMITTING REVIEWS									
2.8	A/E CONSULTANT QA/QC OF DESIGN DOCUMENTS									
2.9	Contracts, Negotiation Mtgs, Sub Coord, Invoicing									
3	BIDDING AND AWARD SERVICES									
3.1	CONSTRUCTION CONTRACT DOCUMENT REVIEW									
3.2	BID DOCUMENT DELIVERY									
3.3	PRE-BID CONFERENCE									
3.4	ADDENDA ISSUANCE									
3.5	BID EVALUATION									
3.6	CONTRACT AWARD									
3.7	AS-BID CONTRACT DOCUMENTS									
4	CONSTRUCTION MANAGEMENT SERVICES									
4.1	PRE-CONSTRUCTION CONFERENCE									
4.2	WEEKLY CONSTRUCTION MEETINGS									
4.3	REQUESTS FOR INFORMATION / CONTRACT DOCUMENT CLARIFICATIONS									
4.4	REQUESTS FOR CHANGES TO CONSTRUCTION COST AND/OR SCHEDULE									
4.5	PROCESSING OF SHOP DRAWINGS									
4.6	FIELD OBSERVATION SERVICES									
4.7	PROJECT CLOSEOUT									
4.8	Contracts, Negotiation Mtgs, Sub Coord, Invoicing									
5	ADDITIONAL SERVICES									
6	REIMBURSABLES									
6.1	REPRODUCTION SERVICES									\$3,138.82
6.2	TRAVEL AND SUBSISTENCE									\$635.34
6.3	SURVEYING									\$29,479.90
6.4	GEOTECHNICAL EVALUATION									\$792.00
6.5	UNDERGROUND UTILITY VERIFICATION									\$0
	TOTAL HOURS	114	58	394	52	266	4	101	989	
	TOTAL FEE ESTIMATE	\$153,82	\$127,30	\$109,26	\$92,29	\$77,44	\$55,16	\$42,44		\$134,009
	Hourly Rates ¹									

RESOLUTION TO BE SUBMITTED

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY



Condensed Title:

A resolution electing Commissioner Matti Herrera Bower as Vice-Mayor for a term commencing on July 1, 2005, and terminating on October 31, 2005, or on such date when a new Vice-Mayor is thereafter elected.

Issue:

Shall Commissioner Matti Herrera Bower be elected as Vice-Mayor?

Item Summary/Recommendation:

The City Commission established a policy of rotating the position of Vice-Mayor every four (4) months. Since 1994, the rotation has been by Commission Group number. Commissioner Matti Herrera Bower (Group VI) is next in the rotation to serve as Vice-Mayor.

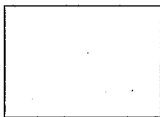
Advisory Board Recommendation:

N/A

Financial Information:

Amount to be expended:

Source of
Funds:



Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

City Clerk's Office Legislative Tracking:

Robert E. Parcher, City Clerk

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM

C7C

DATE

6-8-05

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: June 8, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ELECTING COMMISSIONER MATTI HERRERA BOWER AS VICE-MAYOR FOR A TERM COMMENCING ON JULY 1, 2005, AND TERMINATING ON OCTOBER 31, 2005, OR ON SUCH DATE WHEN A NEW VICE-MAYOR IS THEREAFTER ELECTED.**

ANALYSIS

The City Commission has established a policy of rotating the position of Vice-Mayor every four (4) months. Since 1994, the rotation has been by Commission Group number. The next Vice-Mayor Group is Group VI. The term for the next Vice-Mayor is July 1, 2005 through October 31, 2005. Commissioner Matti Herrera Bower (Group VI) is next in the rotation to serve as Vice-Mayor.

JMG/REP

T:\AGENDA\2005\Jun0805\Consent\vice-mayor.doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ELECTING COMMISSIONER MATTI HERRERA BOWER AS VICE-MAYOR FOR A TERM COMMENCING ON JULY 1, 2005, AND TERMINATING ON OCTOBER 31, 2005, OR ON SUCH DATE WHEN A NEW VICE-MAYOR IS THEREAFTER ELECTED.

WHEREAS, the Mayor and City Commission established a policy of rotating the position of Vice-Mayor every four months; and

WHEREAS, for the term commencing on July 1, 2005, and terminating on October 31, 2005, the Mayor and City Commission herein elect Commissioner Matti Herrera Bower as Vice-Mayor.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA that Commissioner Matti Herrera Bower is hereby elected as Vice-Mayor of the City of Miami Beach, Florida, for a term commencing on July 1, 2005, and terminating on October 31, 2005, or on such date when a new vice mayor is thereafter elected.

PASSED and ADOPTED THIS _____ day of _____.

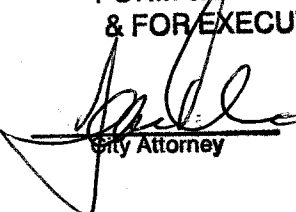
ATTEST:

CITY CLERK

Mayor David Dermer

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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney

5-20-05

Date

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution setting a public hearing for July 6, 2005, on the proposed uses of the Edward Byrne Memorial Justice Assistance Grant Program funds and authorizing the retroactive submittal of a grant application for said funds.

Issue:

The Mayor and City Commission are being asked to retroactively approve the application and proposed uses of Edward Byrne Memorial Justice Assistance Grant Program funds. Under this program, the City is seeking funds to enhance the Police Department's mission. The grant funds will be used to fund traditional law enforcement equipment (\$82,679) and technology needs (\$40,000).

One of the requirements of the Edward Byrne Memorial Justice Assistance Grant is that a Public Hearing be held for the purpose of providing an opportunity for members of the public to discuss and/or comment upon the proposed uses of the funds. The Administration proposes that a public hearing be held on July 6, 2005, during the scheduled City Commission meeting.

Item Summary/Recommendation:

Adopt the Resolution setting the public hearing and retroactively authorizing the City Manager or his designee to submit a grant application for said funds.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account	Approved
<div style="border: 1px solid black; width: 80px; height: 50px; margin: 0 auto;"></div> Finance Dept.	1	\$122,679 - Grant	Match N/A – Match not required	
	2			
	3			
	4			
	Total			

City Clerk's Office Legislative Tracking:

Judy Hoanshelt, Grants Manager, OBPI

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM C7D
DATE 6-8-05

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: June 8, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, SETTING A PUBLIC HEARING FOR JULY 6, 2005, ON THE PROPOSED USES OF THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM FUNDS; FURTHER GRANTING RETROACTIVE APPROVAL FOR THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT A GRANT APPLICATION FOR SAID GRANT; FURTHER APPROPRIATING THE GRANT FUNDS IF APPROVED AND ACCEPTED BY THE CITY; AND AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS RELATED TO THIS APPLICATION.**

ADMINISTRATION RECOMMENDATION

Adopt the resolution.

ANALYSIS

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program will allow states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system. JAG replaces the Byrne Formula and Local Law Enforcement Block Grant (LLEBG) programs with a single funding mechanism that will simplify the administration process for grantees.

The procedure for allocating JAG Program funds is a formula based on population and crime statistics in combination with a minimum allocation to ensure that each state and territory receives an appropriate share. Traditionally, under the Byrne Formula and LLEBG Programs, funds were distributed 60/40 between state and local recipients. This distribution will continue under the JAG Program. The purposes of the Justice Assistance Grant Program funds are as follows: Law enforcement programs; Prosecution and court programs; Prevention and education programs; Corrections and community corrections programs; Drug treatment programs; Planning, evaluation, and technology improvement programs.

The City of Miami Beach was awarded grant funds from the United States Department of Justice under the "Local Law Enforcement Block Grant" Program for program year 2005. The total estimated funds for this project are \$122,679. Funds are proposed to be allocated as follows:

Traditional Law Enforcement Equipment - \$82,679

- Mobile surveillance platform
- Carbine racks for patrol vehicles
- Push bumpers for traffic vehicles
- Night vision equipment
- Personal protection equipment for safeguarding against bio/chemical situations (including protective clothing & air filtration masks)
- Less than-lethal weapons

Technology - \$40,000

- Continued automation of processes within the Police Department (computerization of various logs, etc.)
- Infrastructure associated with approved hardware and software acquisitions

The Mayor and City Commission is being asked to retroactively approve the application and proposed uses of the block grant funds.

CONCLUSION

Under this program, the City is seeking funds to enhance the Police Department's mission. One of the requirements of the Grant is that a Public Hearing be held for the purpose of providing an opportunity for members of the public to discuss and/or comment upon the proposed uses of the funds. The Public Hearing is proposed held on July 6, 2005.

JMG/KGB/JH/pc

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RESOLUTION TO BE SUBMITTED

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**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution approving and authorizing the execution of a Memorandum of Agreement with Miami-Dade County in an amount not to exceed \$137,946, for the installation of landscaping along Alton Road from 23rd Street to 60th Street.

Issue:

The Mayor and City Commission are being asked to approve the execution of a Memorandum of Agreement with Miami-Dade County in an amount not to exceed \$137,946, for the installation of landscaping along Alton Road from 23rd Street to 60th Street.

The City of Miami Beach has been awarded a grant from Miami-Dade County Landscaping Committee in the amount of \$137,946 for the installation of landscaping along Alton Road in the medians from 23rd to 60th Street. The funding will go to Miami-Dade County, through an agreement with Florida Department of Transportation.

The City is required to match these funds. The City Commission approved the application for these funds on May 5, 2004, via Resolution No. 2004-25552.

Item Summary/Recommendation:

Adopt the Resolution approving and authorizing the execution of a Memorandum of Agreement with Miami-Dade County in an amount not to exceed \$137,946, for the installation of landscaping along Alton Road from 23rd Street to 60th Street.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account	Approved
	1	\$137,946	Miami-Dade County Landscaping Committee – Grant Funds	
	2	\$137,957	Match funds approved May 5, 2004, Resolution No. 2004-25552	
	3			
	4			
	Total			

Finance Dept.

City Clerk's Office Legislative Tracking:

Judy Hoanshelt, Grants Manager, OBPI

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		<i>[Signature]</i>

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AGENDA ITEM

C7E

DATE

6-8-05

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: June 8, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT WITH MIAMI-DADE COUNTY IN AN AMOUNT NOT TO EXCEED \$137,946, FOR THE INSTALLATION OF LANDSCAPING ALONG ALTON ROAD FROM 23RD STREET TO 60TH STREET.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The City of Miami Beach has been awarded a grant from Miami-Dade County Landscaping Committee in the amount of \$137,946 for the installation of landscaping along Alton Road in the medians from 23rd to 60th Street. The funding will go to Miami-Dade County, through an agreement with Florida Department of Transportation.

The City is required to match these funds. The City Commission approved the application for these funds on May 5, 2004, via Resolution No. 2004-25552.

The scope of work includes the installation of plantings, plant material and fertilizer required to complete the median landscaping. The total project cost is \$275,903, with the City matching the grant with \$137,957 in G.O. Bond funds previously allocated to this project. The City will be responsible for the maintenance of these medians. Five medians in total will be landscaped. The locations are at: 1) 23-27th Street; 2) 41-43rd Street; 3) 44th Court-47th Street; 4) 52-56th Street; 5) 58-60th Street.

The City has worked very closely with the Alton Road Homeowners Association in developing the scope for this project. Critical to both parties was a solution to beautification needs, noise abatement from local traffic, traffic calming, visual screening and low maintenance requirements. The project complements previous Department of Transportation grant which have been highly successful along other portions of Alton Road.

CONCLUSION

The Administration recommends approval of this Resolution approving and authorizing the execution of a Memorandum of Agreement with Miami-Dade County in an amount not to exceed \$137,946, for the installation of landscaping along Alton Road from 23rd Street to 60th Street.

JMG/KB/JH

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT WITH MIAMI-DADE COUNTY IN AN AMOUNT NOT TO EXCEED \$137,946, FOR THE INSTALLATION OF LANDSCAPING ALONG ALTON ROAD FROM 23RD STREET TO 60TH STREET.

WHEREAS, the City of Miami Beach has been awarded a grant from Miami-Dade County Landscaping Committee in the amount of \$137,946 for the installation of landscaping along Alton Road in the medians from 23rd to 60th Street; and

WHEREAS, the City is required to match these funds and has previously appropriated funds for this purpose in the amount of \$137,957 from the GO Bond fund; and

WHEREAS, the City Commission approved the application for these grant funds on May 5, 2004, via Resolution No. 2004-25552; and

WHEREAS, the scope of work includes installation of plantings, plant material and fertilizer required to complete the median landscaping, in the total amount of \$275,903; and

WHEREAS, the City will be responsible for the maintenance of these medians after the landscaping has been installed; and

WHEREAS, the City has worked very closely with the Alton Road Homeowners Association in developing the scope of this landscaping project; and

WHEREAS, the landscaping project complements previous Department of Transportation grant funded projects that have been highly successful along other portions of Alton Road and, therefore, a Memorandum of Agreement with Miami-Dade County in an amount not to exceed \$137,946, should be executed by the City of Miami Beach in order to effectuate the above referenced landscaping project.

NOW, THEREFORE BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve and authorize the execution of a Memorandum of Agreement with Miami-Dade County in an amount not to exceed \$137,946, for the installation of landscaping along Alton Road from 23rd Street to 60th Street.

PASSED AND ADOPTED this the _____ day of _____, 2005.

MAYOR


ATTEST:

CITY CLERK

JMG\KGB\JH\pc

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**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

6-3-05
Date

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A resolution authorizing the Mayor, or his designee, and the City Clerk to execute a Mutual Aid Agreement with the City of Hialeah, the City of North Bay Village, the City of North Miami, the City of North Miami Beach, the Village of Pinecrest, the City of Sunny Isles Beach, the City of Sweetwater, and the City of Virginia Gardens, Florida, for the purpose of coordinating law enforcement planning, operations, and mutual aid benefit.

Issue:

Shall the City Commission execute the Mutual Aid Agreements?

Item Summary/Recommendation:

The City of Miami Beach and the City of Hialeah, the City of North Bay Village, the City of North Miami, the City of North Miami Beach, the Village of Pinecrest, the City of Sunny Isles Beach, the City of Sweetwater, and the City of Virginia Gardens, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are or are likely to be beyond the control, personnel, equipment or facilities of the Miami Beach Police Department or the other cities mentioned above, it is beneficial for each to participate in a Mutual Aid Agreement as authorized by Chapter 23, Florida Statutes.

The Administration recommends approving the resolution.

Advisory Board Recommendation:

N/A

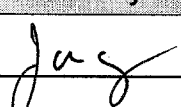
Financial Information:

Source of Funds: <div style="border: 1px solid black; width: 80px; height: 40px; margin: 5px 0;"></div> Finance Dept.		Amount	Account	Approved
	1			
	2			
	3			
	4			
	Total			

City Clerk's Office Legislative Tracking:

Michael Gruen, Police Department

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		

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AGENDA ITEM

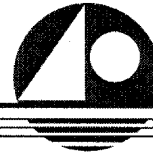
C7F

DATE

6-8-05

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: June 8, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR, OR HIS DESIGNEE, AND THE CITY CLERK TO EXECUTE A MUTUAL AID AGREEMENT WITH THE CITY OF HIALEAH, THE CITY OF NORTH BAY VILLAGE, THE CITY OF NORTH MIAMI, THE CITY OF NORTH MIAMI BEACH, THE VILLAGE OF PINECREST, THE CITY OF SUNNY ISLES BEACH, THE CITY OF SWEETWATER, AND THE CITY OF VIRGINIA GARDENS, FLORIDA, FOR THE PURPOSE OF COORDINATING LAW ENFORCEMENT PLANNING, OPERATIONS, AND MUTUAL AID BENEFIT.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The City of Miami Beach and the City of Hialeah, the City of North Bay Village, the City of North Miami, the City of North Miami Beach, the Village of Pinecrest, the City of Sunny Isles Beach, the City of Sweetwater, and the City of Virginia Gardens, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are or are likely to be beyond the control, personnel, equipment or facilities of the Miami Beach Police Department or the other cities mentioned above, it is beneficial for each to participate in a Mutual Aid Agreement as authorized by Chapter 23, Florida Statutes.

The Mutual Aid Agreements will allow for the sharing of law enforcement resources and the rendering of assistance both during routine and intensive law enforcement situations.

These Agreements will take effect when they are signed and will expire on January 1, 2010.

CONCLUSION

The Administration recommends that the Mayor and City Commission approve this resolution and authorize the signing of the Mutual Aid Agreements that will allow for the sharing of law enforcement resources.

JMG/DWD/PS/MG

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR, OR HIS DESIGNEE, AND THE CITY CLERK TO EXECUTE A MUTUAL AID AGREEMENT WITH THE CITY OF HIALEAH, THE CITY OF NORTH BAY VILLAGE, THE CITY OF NORTH MIAMI, THE CITY OF NORTH MIAMI BEACH, THE VILLAGE OF PINECREST, THE CITY OF SUNNY ISLES BEACH, THE CITY OF SWEETWATER, AND THE CITY OF VIRGINIA GARDENS, FLORIDA, FOR THE PURPOSE OF COORDINATING LAW ENFORCEMENT PLANNING, OPERATIONS, AND MUTUAL AID BENEFIT.

WHEREAS, it is the responsibility of the respective governments of the City of Miami Beach and the City of Hialeah, the City of North Bay Village, the City of North Miami, the City of North Miami Beach, the Village of Pinecrest, the City of Sunny Isles Beach, the City of Sweetwater, and the City of Virginia Gardens, Florida to ensure the public safety of their citizens by providing adequate levels of police service to address any foreseeable routine or emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of services, personnel, equipment, or facilities of the City of Miami Beach Police Department or the other cities mentioned above; and

WHEREAS, in order to ensure the preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the City of Miami Beach and the above mentioned cities; and

WHEREAS, the City of Miami Beach and the City of Hialeah have the authority under Chapter 23, Florida Statutes, "Florida Mutual Aid Act," to enter into the attached Mutual Aid Agreement.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor, or his designee, and City Clerk are authorized to execute a Mutual Aid Agreement with the City of Hialeah, the City of North Bay Village, the City of North Miami, the City of North Miami Beach, the Village of Pinecrest, the City of Sunny Isles Beach, the City of Sweetwater, and the City of Virginia Gardens, Florida, for the purpose of coordinating law enforcement planning, operations, and mutual aid benefits.


PASSED and ADOPTED this _____ day of _____, 2005.

MAYOR

ATTEST:

CITY CLERK

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION:**



City Attorney *PD*

5-2-05

Date

MUTUAL AID AGREEMENT

Between the Miami Beach Police Department and the City of Hialeah Police Department

WHEREAS, it is the responsibility of the governments of the City of Miami Beach, Florida, and the City of Hialeah, Florida, to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and manmade conditions which are, or are likely to be, beyond the control of the services, personnel, equipment or facilities of the participating municipal police departments; and

WHEREAS, in order to ensure the preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the participating Dade County municipalities; and

WHEREAS, the participating Dade County municipalities have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a Mutual Aid Agreement.

NOW, THEREFORE, BE IT KNOWN, that the **City of Miami Beach** and the **City of Hialeah**, subdivisions of the State of Florida, and the undersigned representatives, in consideration of mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. Short title: Mutual Aid Agreement
2. Description: Since the Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and intensive law enforcement situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement as described in Chapter 23 Florida Statutes.
3. Definitions:
 - A. **Joint declaration:** A document that enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the Joint Declaration shall be filed with the clerks of the respective

political subdivisions and shall thereafter become part of this Agreement. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations with the clerks of the respective political subdivisions.

- B. **Agency or participating law enforcement agency:** Either the City of Miami Beach Police Department or the City of Hialeah Police Department.
- C. **Agency Head:** Either the Chief of the City of Miami Beach Police Department, or the Chief's designees, and the Chief of Police of the City of Hialeah Police Department, or the Chief's designees.
- D. **Participating municipal police department:** The police department of any municipality in Miami-Dade County, Florida, that has approved and executed this Agreement upon the approval of the governing body of the municipality.
- E. **Certified law enforcement employees:** Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

4. Operations:

- A. In the event that a party to this Agreement is in need of assistance, as specified in the applicable Joint Declaration, an authorized representative of the police department requiring assistance shall notify the agency from which such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner deemed appropriate.
- B. Each party to this Agreement agrees to furnish necessary man power, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete, unreasonably, its own manpower, equipment, facilities, and other resources and services in rendering such assistance.
- C. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

5. Powers, Privileges, Immunities, and Costs:
- A. All employees of the participating municipal police department, certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are regularly employed.
 - B. The political subdivision having financial responsibility for the law enforcement agency providing the services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.
 - C. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of rendering of such aid, and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.
 - D. All exemptions from ordinances and rules, and all pension, insurance, relief, disability, workers compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorial under the provisions of this Mutual Aid Agreement. The provision of this Agreement shall apply with equal effect to paid and auxiliary employees.
6. **Indemnification:** The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action or claim for damages resulting from any and all acts or conduct of employees of

said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.

7. **Forfeitures:** It is recognized that during the course of the operation of the Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.
8. **Conflicts:** Any conflict between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.
9. **Effective Date and Duration:** This Agreement shall be in effect from date of signing, through and including **January 1, 2010**, and under no circumstances may this Agreement be renewed, amended or extended except in writing.
10. **Cancellation:** This Agreement may be canceled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

AGREED AND ACKNOWLEDGED this ____ day of _____, 2005.

JORGE M. GONZALEZ
City Manager
City of Miami Beach, FL

RAUL L. MARTINEZ
Mayor
City of Hialeah, FL

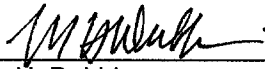
ATTEST:

ATTEST:

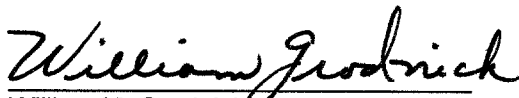
Robert Parcher
CITY CLERK
City of Miami Beach, FL

Daniel F. DeLoach
CITY CLERK
City of Hialeah, FL

APPROVED AS TO FORM AND
LANGUAGE AND FOR EXECUTION:



Murray H. Dubbin
City Attorney
City of Miami Beach, FL



William M. Grodnick
City Attorney
City of Hialeah, FL

**JOINT DECLARATION OF THE CHIEF OF THE CITY OF HIALEAH POLICE
DEPARTMENT AND THE CHIEF OF THE CITY OF MIAMI BEACH POLICE
DEPARTMENT PURSUANT TO MUTUAL AID AGREEMENT**

A police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the Mutual Aid Agreement when:

- participating in law enforcement activities that are preplanned and approved by each respective agency head, or
- appropriately dispatched in response to a request for assistance from the other law enforcement agency.

In compliance with, and under the authority of, the Mutual Aid Agreement, hereto entered into by the City of Hialeah, Florida, and the City of Miami Beach, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the Agreement. Said list may be amended or supplemented from time to time, as needs dictate by subsequent declarations.

1. Joint multi-jurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations and crowd and traffic control measures, including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from or disturbances within detention facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, backups to emergency and in-progress calls, pursuits, and missing persons calls.
9. Enemy attack.

10. Transportation of evidence requiring security.
11. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
12. Security and escort duties for dignitaries.
13. Emergency situations in which one agency cannot perform its functional objective.
14. Incidents requiring utilization of specialized units; e.g., underwater recovery, canine, motorcycle, crime scene, marine patrol enforcement or investigation, and police information.
15. Joint training in areas of mutual need to include, but not limited to, firearms training and qualification; field force; SWAT; ATV; motorcycles; and marine patrol.
16. Participating in exigent situations without a formal request which are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners; traffic stops near municipal boundaries, request for assistance and no local unit is available or nearby, calls or transmissions indicating an officer is injured, calls indicating a crime of incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.
17. Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area comprising the jurisdictional waters within respective municipal boundaries.

DATE: _____

DATE: _____

DONALD W. De LUCCA
Chief of Police
Miami Beach Police Department
Miami Beach, Florida

ATTEST:

Robert Parcher
CITY CLERK
City of Miami Beach, FL

ROLANDO D. BOLANOS
Chief of Police
Hialeah Police Department
City of Hialeah, Florida

ATTEST:

Daniel L. DeLoach
CITY CLERK
City of Hialeah, Florida

MUTUAL AID AGREEMENT

Between the Miami Beach Police Department and the City of North Bay Village Police Department

WHEREAS, it is the responsibility of the governments of the City of Miami Beach, Florida, and the City of North Bay Village, Florida, to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and manmade conditions which are, or are likely to be, beyond the control of the services, personnel, equipment or facilities of the participating municipal police departments; and

WHEREAS, in order to ensure the preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the participating Dade County municipalities; and

WHEREAS, the participating Dade County municipalities have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a Mutual Aid Agreement.

NOW, THEREFORE, BE IT KNOWN, that the **City of Miami Beach** and the **City of North Bay Village**, subdivisions of the State of Florida, and the undersigned representatives, in consideration of mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. Short title: Mutual Aid Agreement
2. Description: Since the Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and intensive law enforcement situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement as described in Chapter 23 Florida Statutes.
3. Definitions:
 - A. **Joint declaration:** A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the Joint Declaration shall be filed with the clerks of the respective

political subdivisions and shall thereafter become part of this Agreement. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations with the clerks of the respective political subdivisions.

- B. **Agency or participating law enforcement agency:** Either the City of Miami Beach Police Department or the City of North Bay Village Police Department.
- C. **Agency Head:** Either the Chief of the City of Miami Beach Police Department, or the Chief's designees, and the Chief of Police of the City of North Bay Village Police Department, or the Chief's designees.
- D. **Participating municipal police department:** The police department of any municipality in Dade County, Florida, that has approved and executed this Agreement upon the approval of the governing body of the municipality.
- E. **Certified law enforcement employees:** Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

4. Operations:

- A. In the event that a party to this Agreement is in need of assistance, as specified in the applicable Joint Declaration, an authorized representative of the police department requiring assistance shall notify the agency from which such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner deemed appropriate.
- B. Each party to this Agreement agrees to furnish necessary man power, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete, unreasonably, its own manpower, equipment, facilities, and other resources and services in rendering such assistance.
- C. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

5. Powers, Privileges, Immunities, and Costs:

- A. All employees of the participating municipal police department, certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are regularly employed.
- B. The political subdivision having financial responsibility for the law enforcement agency providing the services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.
- C. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of rendering of such aid, and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.
- D. All exemptions from ordinances and rules, and all pension, insurance, relief, disability, workers compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorial under the provisions of this Mutual Aid Agreement. The provision of this Agreement shall apply with equal effect to paid and auxiliary employees.

6. **Indemnification:** The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action or claim for damages resulting from any and all acts or conduct of employees of

said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.

7. **Forfeitures:** It is recognized that during the course of the operation of the Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.
8. **Conflicts:** Any conflict between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.
9. **Effective Date and Duration:** This Agreement shall be in effect from date of signing, through and including **January 1, 2010**, and under no circumstances may this Agreement be renewed, amended or extended except in writing.
10. **Cancellation:** This Agreement may be canceled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

AGREED AND ACKNOWLEDGED this ____ day of _____, 2005.

JORGE M. GONZALEZ
City Manager
City of Miami Beach, FL

JOSEPH GELLER
Mayor
City of North Bay Village, FL

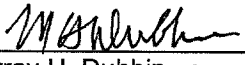
ATTEST:

ATTEST:

Robert Parcher
CITY CLERK
City of Miami Beach, FL

Yvonne Hamilton
CITY CLERK
City of North Bay Village, FL

APPROVED AS TO FORM AND
LANGUAGE AND FOR EXECUTION:

 6-2-05

Murray H. Dubbin
City Attorney
City of Miami Beach, FL

Robert Switkes
City Attorney
City of North Bay Village, FL

**JOINT DECLARATION OF THE CHIEF OF THE CITY OF NORTH BAY
VILLAGE POLICE DEPARTMENT AND THE CHIEF OF THE CITY OF MIAMI
BEACH POLICE DEPARTMENT PURSUANT TO MUTUAL AID AGREEMENT**

A police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the Mutual Aid Agreement when:

- participating in law enforcement activities that are preplanned and approved by each respective agency head, or
- appropriately dispatched in response to a request for assistance from the other law enforcement agency.

In compliance with, and under the authority of, the Mutual Aid Agreement, hereto entered into by the City of North Bay Village, Florida, and the City of Miami Beach, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the Agreement. Said list may be amended or supplemented from time to time, as needs dictate by subsequent declarations.

1. Joint multi-jurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations and crowd and traffic control measures, including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from or disturbances within detention facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, backups to emergency and in-progress calls, pursuits, and missing persons calls.
9. Enemy attack.

10. Transportation of evidence requiring security.
11. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
12. Security and escort duties for dignitaries.
13. Emergency situations in which one agency cannot perform its functional objective.
14. Incidents requiring utilization of specialized units; e.g., underwater recovery, canine, motorcycle, crime scene, marine patrol enforcement or investigation, and police information.
15. Joint training in areas of mutual need to include, but not limited to, firearms training and qualification; field force; SWAT; ATV; motorcycles; and marine patrol.
16. Participating in exigent situations without a formal request which are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners; traffic stops near municipal boundaries, request for assistance and no local unit is available or nearby, calls or transmissions indicating an officer is injured, calls indicating a crime of incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.
17. Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area comprising the jurisdictional waters within respective municipal boundaries.

DATE: _____

DATE: _____

DONALD W. De LUCCA
Chief of Police
Miami Beach Police Department
Miami Beach, Florida

Scott Israel
Chief of Police
North Bay Village Police Department
City of North Bay Village, Florida

ATTEST:

ATTEST:

Robert Parcher
CITY CLERK
City of Miami Beach, FL

Yvonne Hamilton
CITY CLERK
City of North Bay Village, Florida

MUTUAL AID AGREEMENT

Between the Miami Beach Police Department and the City of North Miami Police Department

WHEREAS, it is the responsibility of the governments of the City of Miami Beach, Florida, and the City of North Miami, Florida, to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and manmade conditions which are, or are likely to be, beyond the control of the services, personnel, equipment or facilities of the participating municipal police departments; and

WHEREAS, in order to ensure the preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the participating Dade County municipalities; and

WHEREAS, the participating Dade County municipalities have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a Mutual Aid Agreement.

NOW, THEREFORE, BE IT KNOWN, that the **City of Miami Beach** and the **City of North Miami**, subdivisions of the State of Florida, and the undersigned representatives, in consideration of mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. Short title: Mutual Aid Agreement
2. Description: Since the Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and intensive law enforcement situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement as described in Chapter 23 Florida Statutes.
3. Definitions:
 - A. **Joint declaration:** A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the Joint Declaration shall be filed with the clerks of the respective

political subdivisions and shall thereafter become part of this Agreement. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations with the clerks of the respective political subdivisions.

- B. **Agency or participating law enforcement agency:** Either the City of Miami Beach Police Department or the City of North Miami Police Department.
- C. **Agency Head:** Either the Chief of the City of Miami Beach Police Department, or the Chief's designees, and the Chief of Police of the City of North Miami Police Department, or the Chief's designees.
- D. **Participating municipal police department:** The police department of any municipality in Dade County, Florida, that has approved and executed this Agreement upon the approval of the governing body of the municipality.
- E. **Certified law enforcement employees:** Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

4. **Operations:**

- A. In the event that a party to this Agreement is in need of assistance, as specified in the applicable Joint Declaration, an authorized representative of the police department requiring assistance shall notify the agency from which such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner deemed appropriate.
- B. Each party to this Agreement agrees to furnish necessary man power, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete, unreasonably, its own manpower, equipment, facilities, and other resources and services in rendering such assistance.
- C. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

5. Powers, Privileges, Immunities, and Costs:
- A. All employees of the participating municipal police department, certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are regularly employed.
 - B. The political subdivision having financial responsibility for the law enforcement agency providing the services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.
 - C. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of rendering of such aid, and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.
 - D. All exemptions from ordinances and rules, and all pension, insurance, relief, disability, workers compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorial under the provisions of this Mutual Aid Agreement. The provision of this Agreement shall apply with equal effect to paid and auxiliary employees.
6. **Indemnification:** To the extent permitted by Section 768.28, Florida Statutes, the political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action or claim for damages resulting from any and all acts or conduct of employees of said providing

agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.

7. **Forfeitures:** It is recognized that during the course of the operation of the Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.
8. **Conflicts:** Any conflict between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.
9. **Effective Date and Duration:** This Agreement shall be in effect from date of signing, through and including **January 1, 2010**, and under no circumstances may this Agreement be renewed, amended or extended except in writing.
10. **Cancellation:** This Agreement may be canceled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

AGREED AND ACKNOWLEDGED this 31st day of May, 2005.

JORGE M. GONZALEZ
City Manager
City of Miami Beach, FL

Clarence Patterson
CLARENCE PATTERSON
City Manager
City of North Miami, FL

ATTEST:

Robert Parcher
CITY CLERK
City of Miami Beach, FL

ATTEST:

Frank Wolland
Frank Wolland
CITY CLERK
City of North Miami, FL

APPROVED AS TO FORM AND
LANGUAGE AND FOR EXECUTION:

M. McDuff
City Attorney
City of Miami Beach, FL

Hans Ottinet
Hans Ottinet
City Attorney
City of North Miami, FL

**JOINT DECLARATION OF THE CHIEF OF THE CITY OF NORTH MIAMI
POLICE DEPARTMENT AND THE CHIEF OF THE CITY OF MIAMI BEACH
POLICE DEPARTMENT PURSUANT TO MUTUAL AID AGREEMENT**

A police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the Mutual Aid Agreement when:

- participating in law enforcement activities that are preplanned and approved by each respective agency head, or
- appropriately dispatched in response to a request for assistance from the other law enforcement agency.

In compliance with, and under the authority of, the Mutual Aid Agreement, hereto entered into by the City of North Miami, Florida, and the City of Miami Beach, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the Agreement. Said list may be amended or supplemented from time to time, as needs dictate by subsequent declarations.

1. Joint multi-jurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations and crowd and traffic control measures, including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from or disturbances within detention facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, backups to emergency and in-progress calls, pursuits, and missing persons calls.
9. Enemy attack.

10. Transportation of evidence requiring security.
11. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
12. Security and escort duties for dignitaries.
13. Emergency situations in which one agency cannot perform its functional objective.
14. Incidents requiring utilization of specialized units; e.g., underwater recovery, canine, motorcycle, crime scene, marine patrol enforcement or investigation, and police information.
15. Joint training in areas of mutual need to include, but not limited to, firearms training and qualification; field force; SWAT; ATV; motorcycles; and marine patrol.
16. Participating in exigent situations without a formal request which are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners; traffic stops near municipal boundaries, request for assistance and no local unit is available or nearby, calls or transmissions indicating an officer is injured, calls indicating a crime of incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.
17. Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area comprising the jurisdictional waters within respective municipal boundaries.

DATE: _____

DATE: 5/31/05

DONALD W. De LUCCA
Chief of Police
Miami Beach Police Department
Miami Beach, Florida

Gwendolyn V. Boyd
GWENDOLYN V. BOYD
Chief of Police
North Miami Police Department
City of North Miami, Florida

ATTEST:

Robert Parcher
CITY CLERK
City of Miami Beach, FL

ATTEST:

Frank Wolland
Frank Wolland
CITY CLERK
City of North Miami, Florida

MUTUAL AID AGREEMENT

Between the Miami Beach Police Department and the City of North Miami Beach Police Department

WHEREAS, it is the responsibility of the governments of the City of Miami Beach, Florida, and the City of North Miami Beach, Florida, to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and manmade conditions which are, or are likely to be, beyond the control of the services, personnel, equipment or facilities of the participating municipal police departments; and

WHEREAS, in order to ensure the preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the participating Dade County municipalities; and

WHEREAS, the participating Dade County municipalities have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a Mutual Aid Agreement.

NOW, THEREFORE, BE IT KNOWN, that the **City of Miami Beach** and the **City of North Miami Beach**, subdivisions of the State of Florida, and the undersigned representatives, in consideration of mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. Short title: Mutual Aid Agreement
2. Description: Since the Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and intensive law enforcement situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement as described in Chapter 23 Florida Statutes.
3. Definitions:
 - A. **Joint declaration:** A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the Joint Declaration shall be filed with the clerks of the respective

political subdivisions and shall thereafter become part of this Agreement. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations with the clerks of the respective political subdivisions.

- B. **Agency or participating law enforcement agency:** Either the City of Miami Beach Police Department or the City of North Miami Beach Police Department.
 - C. **Agency Head:** Either the Chief of the City of Miami Beach Police Department, or the Chief's designees, and the Chief of Police of the City of North Miami Beach Police Department, or the Chief's designees.
 - D. **Participating municipal police department:** The police department of any municipality in Dade County, Florida, that has approved and executed this Agreement upon the approval of the governing body of the municipality.
 - E. **Certified law enforcement employees:** Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.
4. Operations:
- A. In the event that a party to this Agreement is in need of assistance, as specified in the applicable Joint Declaration, an authorized representative of the police department requiring assistance shall notify the agency from which such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner deemed appropriate.
 - B. Each party to this Agreement agrees to furnish necessary man power, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete, unreasonably, its own manpower, equipment, facilities, and other resources and services in rendering such assistance.
 - C. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

5. Powers, Privileges, Immunities, and Costs:

- A. All employees of the participating municipal police department, certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are regularly employed.
- B. The political subdivision having financial responsibility for the law enforcement agency providing the services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.
- C. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of rendering of such aid, and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.
- D. All exemptions from ordinances and rules, and all pension, insurance, relief, disability, workers compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorial under the provisions of this Mutual Aid Agreement. The provision of this Agreement shall apply with equal effect to paid and auxiliary employees.

6. **Indemnification:** The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action or claim for damages resulting from any and all acts or conduct of employees of

said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.

7. **Forfeitures:** It is recognized that during the course of the operation of the Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.
8. **Conflicts:** Any conflict between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.
9. **Effective Date and Duration:** This Agreement shall be in effect from date of signing, through and including **January 1, 2010**, and under no circumstances may this Agreement be renewed, amended or extended except in writing.
10. **Cancellation:** This Agreement may be canceled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

AGREED AND ACKNOWLEDGED this ____ day of _____, 2005.

JORGE M. GONZALEZ
City Manager
City of Miami Beach, FL

Gary Brown
City Manager
City of North Miami Beach, FL

ATTEST:

ATTEST:

Robert Parcher
CITY CLERK
City of Miami Beach, FL

Solomon Odenz
CITY CLERK
City of North Miami Beach, FL

APPROVED AS TO FORM AND
LANGUAGE AND FOR EXECUTION:

City Attorney *[Signature]*
City of Miami Beach, FL

City Attorney
City of North Miami Beach, FL

**JOINT DECLARATION OF THE CHIEF OF THE CITY OF NORTH MIAMI
BEACH POLICE DEPARTMENT AND THE CHIEF OF THE CITY OF MIAMI
BEACH POLICE DEPARTMENT PURSUANT TO MUTUAL AID AGREEMENT**

A police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the Mutual Aid Agreement when:

- participating in law enforcement activities that are preplanned and approved by each respective agency head, or
- appropriately dispatched in response to a request for assistance from the other law enforcement agency.

In compliance with, and under the authority of, the Mutual Aid Agreement, hereto entered into by the City of North Miami Beach, Florida, and the City of Miami Beach, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the Agreement. Said list may be amended or supplemented from time to time, as needs dictate by subsequent declarations.

1. Joint multi-jurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations and crowd and traffic control measures, including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from or disturbances within detention facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, backups to emergency and in-progress calls, pursuits, and missing persons calls.
9. Enemy attack.

10. Transportation of evidence requiring security.
11. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
12. Security and escort duties for dignitaries.
13. Emergency situations in which one agency cannot perform its functional objective.
14. Incidents requiring utilization of specialized units; e.g., underwater recovery, canine, motorcycle, crime scene, marine patrol enforcement or investigation, and police information.
15. Joint training in areas of mutual need to include, but not limited to, firearms training and qualification; field force; SWAT; ATV; motorcycles; and marine patrol.
16. Participating in exigent situations without a formal request which are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners; traffic stops near municipal boundaries, request for assistance and no local unit is available or nearby, calls or transmissions indicating an officer is injured, calls indicating a crime of incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.
17. Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area comprising the jurisdictional waters within respective municipal boundaries.

DATE: _____

DATE: _____

DONALD W. De LUCCA
Chief of Police
Miami Beach Police Department
Miami Beach, Florida

Linda Loizzo
Chief of Police
North Miami Beach Police Department
City of North Miami Beach, Florida

ATTEST:

ATTEST:

Robert Parcher
CITY CLERK
City of Miami Beach, FL

Solomon Odenz
CITY CLERK
City of North Miami Beach, Florida

MUTUAL AID AGREEMENT

Between the Miami Beach Police Department and the Village of Pinecrest Police Department

WHEREAS, it is the responsibility of the governments of the City of Miami Beach, Florida, and the Village of Pinecrest, Florida, to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and manmade conditions which are, or are likely to be, beyond the control of the services, personnel, equipment or facilities of the participating municipal police departments; and

WHEREAS, in order to ensure the preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the participating Dade County municipalities; and

WHEREAS, the participating Dade County municipalities have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a Mutual Aid Agreement.

NOW, THEREFORE, BE IT KNOWN, that the **City of Miami Beach** and the **Village of Pinecrest**, subdivisions of the State of Florida, and the undersigned representatives, in consideration of mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. Short title: Mutual Aid Agreement
2. Description: Since the Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and intensive law enforcement situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement as described in Chapter 23 Florida Statutes.
3. Definitions:
 - A. **Joint declaration:** A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the Joint Declaration shall be filed with the clerks of the respective

political subdivisions and shall thereafter become part of this Agreement. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations with the clerks of the respective political subdivisions.

- B. **Agency or participating law enforcement agency:** Either the City of Miami Beach Police Department or the Village of Pinecrest Police Department.
- C. **Agency Head:** Either the Chief of the City of Miami Beach Police Department, or the Chief's designees, and the Chief of Police of the Village of Pinecrest Police Department, or the Chief's designees.
- D. **Participating municipal police department:** The police department of any municipality in Dade County, Florida, that has approved and executed this Agreement upon the approval of the governing body of the municipality.
- E. **Certified law enforcement employees:** Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

4. Operations:

- A. In the event that a party to this Agreement is in need of assistance, as specified in the applicable Joint Declaration, an authorized representative of the police department requiring assistance shall notify the agency from which such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner deemed appropriate.
- B. Each party to this Agreement agrees to furnish necessary man power, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete, unreasonably, its own manpower, equipment, facilities, and other resources and services in rendering such assistance.
- C. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

5. Powers, Privileges, Immunities, and Costs:

- A. All employees of the participating municipal police department, certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are regularly employed.
- B. The political subdivision having financial responsibility for the law enforcement agency providing the services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.
- C. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of rendering of such aid, and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.
- D. All exemptions from ordinances and rules, and all pension, insurance, relief, disability, workers compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorial under the provisions of this Mutual Aid Agreement. The provision of this Agreement shall apply with equal effect to paid and auxiliary employees.

6. **Indemnification:** The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action or claim for damages resulting from any and all acts or conduct of employees of

said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.

7. **Forfeitures:** It is recognized that during the course of the operation of the Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.
8. **Conflicts:** Any conflict between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.
9. **Effective Date and Duration:** This Agreement shall be in effect from date of signing, through and including **January 1, 2010**, and under no circumstances may this Agreement be renewed, amended or extended except in writing.
10. **Cancellation:** This Agreement may be canceled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

AGREED AND ACKNOWLEDGED this ____ day of _____, 2005

JORGE M. GONZALEZ
City Manager
City of Miami Beach, FL

PETER G. LOMBARDI
Village Manager
Village of Pinecrest, FL

ATTEST:

Robert Parcher
CITY CLERK
City of Miami Beach, FL

ATTEST:

Guido H. Inguanzo, Jr.
VILLAGE CLERK
Village of Pinecrest, FL

**APPROVED AS TO FORM AND
LANGUAGE AND FOR EXECUTION:**

City Attorney *[Signature]*
City of Miami Beach, FL

Village Attorney *[Signature]*
Village of Pinecrest, FL

**JOINT DECLARATION OF THE CHIEF OF THE VILLAGE OF PINECREST
POLICE DEPARTMENT AND THE CHIEF OF THE CITY OF MIAMI BEACH
POLICE DEPARTMENT PURSUANT TO MUTUAL AID AGREEMENT**

A police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the Mutual Aid Agreement when:

- participating in law enforcement activities that are preplanned and approved by each respective agency head, or
- appropriately dispatched in response to a request for assistance from the other law enforcement agency.

In compliance with, and under the authority of, the Mutual Aid Agreement, hereto entered into by the Village of Pinecrest, Florida, and the City of Miami Beach, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the Agreement. Said list may be amended or supplemented from time to time, as needs dictate by subsequent declarations.

1. Joint multi-jurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations and crowd and traffic control measures, including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from or disturbances within detention facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, backups to emergency and in-progress calls, pursuits, and missing persons calls.
9. Enemy attack.

10. Transportation of evidence requiring security.
11. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
12. Security and escort duties for dignitaries.
13. Emergency situations in which one agency cannot perform its functional objective.
14. Incidents requiring utilization of specialized units; e.g., underwater recovery, canine, motorcycle, crime scene, marine patrol enforcement or investigation, and police information.
15. Joint training in areas of mutual need to include, but not limited to, firearms training and qualification; field force; SWAT; ATV; motorcycles; and marine patrol.
16. Participating in exigent situations without a formal request which are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners; traffic stops near municipal boundaries, request for assistance and no local unit is available or nearby, calls or transmissions indicating an officer is injured, calls indicating a crime of incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.
17. Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area comprising the jurisdictional waters within respective municipal boundaries.

DATE: _____

DONALD W. De LUCCA
Chief of Police
Miami Beach Police Department
Miami Beach, Florida

ATTEST:

Robert Parcher
CITY CLERK
City of Miami Beach, FL

DATE: _____

5/20/2005

JOHN R. HOHENSEE
Chief of Police
Pinecrest Police Department
Village of Pinecrest, Florida

ATTEST:

Guido H. Inguanzo, Jr.
CITY CLERK
Village of Pinecrest, Florida

MUTUAL AID AGREEMENT

Between the Miami Beach Police Department and the City of Sunny Isles Beach Police Department

WHEREAS, it is the responsibility of the governments of the City of Miami Beach, Florida, and the City of Sunny Isles Beach, Florida, to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and manmade conditions which are, or are likely to be, beyond the control of the services, personnel, equipment or facilities of the participating municipal police departments; and

WHEREAS, in order to ensure the preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the participating Dade County municipalities; and

WHEREAS, the participating Dade County municipalities have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a Mutual Aid Agreement.

NOW, THEREFORE, BE IT KNOWN, that the **City of Miami Beach** and the **City of Sunny Isles Beach**, subdivisions of the State of Florida, and the undersigned representatives, in consideration of mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. Short title: Mutual Aid Agreement
2. Description: Since the Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and intensive law enforcement situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement as described in Chapter 23 Florida Statutes.
3. Definitions:
 - A. **Joint declaration:** A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the Joint Declaration shall be filed with the clerks of the respective

political subdivisions and shall thereafter become part of this Agreement. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations with the clerks of the respective political subdivisions.

- B. **Agency or participating law enforcement agency:** Either the City of Miami Beach Police Department or the City of Sunny Isles Beach Police Department.
- C. **Agency Head:** Either the Chief of the City of Miami Beach Police Department, or the Chief's designees, and the Chief of Police of the City of Sunny Isles Beach Police Department, or the Chief's designees.
- D. **Participating municipal police department:** The police department of any municipality in Dade County, Florida, that has approved and executed this Agreement upon the approval of the governing body of the municipality.
- E. **Certified law enforcement employees:** Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

4. Operations:

- A. In the event that a party to this Agreement is in need of assistance, as specified in the applicable Joint Declaration, an authorized representative of the police department requiring assistance shall notify the agency from which such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner deemed appropriate.
- B. Each party to this Agreement agrees to furnish necessary man power, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete, unreasonably, its own manpower, equipment, facilities, and other resources and services in rendering such assistance.
- C. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

5. Powers, Privileges, Immunities, and Costs:

- A. All employees of the participating municipal police department, certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are regularly employed.
- B. The political subdivision having financial responsibility for the law enforcement agency providing the services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.
- C. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of rendering of such aid, and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.
- D. All exemptions from ordinances and rules, and all pension, insurance, relief, disability, workers compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorial under the provisions of this Mutual Aid Agreement. The provision of this Agreement shall apply with equal effect to paid and auxiliary employees.

6. **Indemnification:** The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action or claim for damages resulting from any and all acts or conduct of employees of

said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.

7. **Forfeitures:** It is recognized that during the course of the operation of the Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.
8. **Conflicts:** Any conflict between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.
9. **Effective Date and Duration:** This Agreement shall be in effect from date of signing, through and including **January 1, 2010**, and under no circumstances may this Agreement be renewed, amended or extended except in writing.
10. **Cancellation:** This Agreement may be canceled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

AGREED AND ACKNOWLEDGED this ____ day of _____, 2005.

JORGE M. GONZALEZ
City Manager
City of Miami Beach, FL

Christopher J. Russo
City Manager
City of Sunny Isles Beach, FL

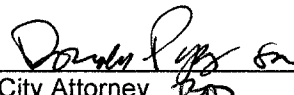
ATTEST:

ATTEST:

Robert Parcher
CITY CLERK
City of Miami Beach, FL

Jane A. Hines
CITY CLERK
City of Sunny Isles Beach, FL

APPROVED AS TO FORM AND
LANGUAGE AND FOR EXECUTION:


City Attorney
City of Miami Beach, FL

City Attorney
City of Sunny Isles Beach, FL

**JOINT DECLARATION OF THE CHIEF OF THE CITY OF SUNNY ISLES
BEACH POLICE DEPARTMENT AND THE CHIEF OF THE CITY OF MIAMI
BEACH POLICE DEPARTMENT PURSUANT TO MUTUAL AID AGREEMENT**

A police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the Mutual Aid Agreement when:

- participating in law enforcement activities that are preplanned and approved by each respective agency head, or
- appropriately dispatched in response to a request for assistance from the other law enforcement agency.

In compliance with, and under the authority of, the Mutual Aid Agreement, hereto entered into by the City of Sunny Isles Beach, Florida, and the City of Miami Beach, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the Agreement. Said list may be amended or supplemented from time to time, as needs dictate by subsequent declarations.

1. Joint multi-jurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations and crowd and traffic control measures, including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from or disturbances within detention facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, backups to emergency and in-progress calls, pursuits, and missing persons calls.
9. Enemy attack.

10. Transportation of evidence requiring security.
11. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
12. Security and escort duties for dignitaries.
13. Emergency situations in which one agency cannot perform its functional objective.
14. Incidents requiring utilization of specialized units; e.g., underwater recovery, canine, motorcycle, crime scene, marine patrol enforcement or investigation, and police information.
15. Joint training in areas of mutual need to include, but not limited to, firearms training and qualification; field force; SWAT; ATV; motorcycles; and marine patrol.
16. Participating in exigent situations without a formal request which are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners; traffic stops near municipal boundaries, request for assistance and no local unit is available or nearby, calls or transmissions indicating an officer is injured, calls indicating a crime of incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.
17. Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area comprising the jurisdictional waters within respective municipal boundaries.

DATE: _____

DATE: _____

DONALD W. De LUCCA
Chief of Police
Miami Beach Police Department
Miami Beach, Florida

Fred Maas
Chief of Police
Sunny Isles Beach Police Department
City of Sunny Isles Beach, Florida

ATTEST:

ATTEST:

Robert Parcher
CITY CLERK
City of Miami Beach, FL

Jane A. Hines
CITY CLERK
City of Sunny Isles Beach, Florida

MUTUAL AID AGREEMENT

Between the Miami Beach Police Department and the City of Sweetwater Police Department

WHEREAS, it is the responsibility of the governments of the City of Miami Beach, Florida, and the City of Sweetwater, Florida, to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and manmade conditions which are, or are likely to be, beyond the control of the services, personnel, equipment or facilities of the participating municipal police departments; and

WHEREAS, in order to ensure the preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the participating Dade County municipalities; and

WHEREAS, the participating Dade County municipalities have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a Mutual Aid Agreement.

NOW, THEREFORE, BE IT KNOWN, that the **City of Miami Beach** and the **City of Sweetwater**, subdivisions of the State of Florida, and the undersigned representatives, in consideration of mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. Short title: Mutual Aid Agreement
2. Description: Since the Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and intensive law enforcement situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement as described in Chapter 23 Florida Statutes.
3. Definitions:
 - A. **Joint declaration:** A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the Joint Declaration shall be filed with the clerks of the respective

political subdivisions and shall thereafter become part of this Agreement. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations with the clerks of the respective political subdivisions.

- B. **Agency or participating law enforcement agency:** Either the City of Miami Beach Police Department or the City of Sweetwater Police Department.
 - C. **Agency Head:** Either the Chief of the City of Miami Beach Police Department, or the Chief's designees, and the Chief of Police of the City of Sweetwater Police Department, or the Chief's designees.
 - D. **Participating municipal police department:** The police department of any municipality in Dade County, Florida, that has approved and executed this Agreement upon the approval of the governing body of the municipality.
 - E. **Certified law enforcement employees:** Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.
4. Operations:
- A. In the event that a party to this Agreement is in need of assistance, as specified in the applicable Joint Declaration, an authorized representative of the police department requiring assistance shall notify the agency from which such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner deemed appropriate.
 - B. Each party to this Agreement agrees to furnish necessary man power, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete, unreasonably, its own manpower, equipment, facilities, and other resources and services in rendering such assistance.
 - C. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

5. Powers, Privileges, Immunities, and Costs:

- A. All employees of the participating municipal police department, certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are regularly employed.
 - B. The political subdivision having financial responsibility for the law enforcement agency providing the services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.
 - C. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of rendering of such aid, and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.
 - D. All exemptions from ordinances and rules, and all pension, insurance, relief, disability, workers compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorial under the provisions of this Mutual Aid Agreement. The provision of this Agreement shall apply with equal effect to paid and auxiliary employees.
6. **Indemnification:** The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action or claim for damages resulting from any and all acts or conduct of employees of

said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.

7. **Forfeitures:** It is recognized that during the course of the operation of the Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.
8. **Conflicts:** Any conflict between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.
9. **Effective Date and Duration:** This Agreement shall be in effect from date of signing, through and including **January 1, 2006**, and under no circumstances may this Agreement be renewed, amended or extended except in writing.
10. **Cancellation:** This Agreement may be canceled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

AGREED AND ACKNOWLEDGED this ____ day of _____, 2005.

JORGE M. GONZALEZ
City Manager
City of Miami Beach, FL

Manuel L. Marono
Mayor
City of Sweetwater, FL

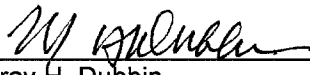
ATTEST:

ATTEST:

Robert Parcher
CITY CLERK
City of Miami Beach, FL

Marie Schmidt
CITY CLERK
City of Sweetwater, FL

APPROVED AS TO FORM AND
LANGUAGE AND FOR EXECUTION:



Murray H. Dubbin
City Attorney
City of Miami Beach, FL

City Attorney
City of Sweetwater, FL

**JOINT DECLARATION OF THE CHIEF OF THE CITY OF SWEETWATER
POLICE DEPARTMENT AND THE CHIEF OF THE CITY OF MIAMI BEACH
POLICE DEPARTMENT PURSUANT TO MUTUAL AID AGREEMENT**

A police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the Mutual Aid Agreement when:

- participating in law enforcement activities that are preplanned and approved by each respective agency head, or
- appropriately dispatched in response to a request for assistance from the other law enforcement agency.

In compliance with, and under the authority of, the Mutual Aid Agreement, hereto entered into by the City of Sweetwater, Florida, and the City of Miami Beach, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the Agreement. Said list may be amended or supplemented from time to time, as needs dictate by subsequent declarations.

1. Joint multi-jurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations and crowd and traffic control measures, including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from or disturbances within detention facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, backups to emergency and in-progress calls, pursuits, and missing persons calls.
9. Enemy attack.

10. Transportation of evidence requiring security.
11. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
12. Security and escort duties for dignitaries.
13. Emergency situations in which one agency cannot perform its functional objective.
14. Incidents requiring utilization of specialized units; e.g., underwater recovery, canine, motorcycle, crime scene, marine patrol enforcement or investigation, and police information.
15. Joint training in areas of mutual need to include, but not limited to, firearms training and qualification; field force; SWAT; ATV; motorcycles; and marine patrol.
16. Participating in exigent situations without a formal request which are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners; traffic stops near municipal boundaries, request for assistance and no local unit is available or nearby, calls or transmissions indicating an officer is injured, calls indicating a crime of incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.
17. Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area comprising the jurisdictional waters within respective municipal boundaries.

DATE: _____

DATE: _____

DONALD W. De LUCCA
Chief of Police
Miami Beach Police Department
Miami Beach, Florida

Roberto Fulgueira
Chief of Police
Sweetwater Police Department
City of Sweetwater, Florida

ATTEST:

ATTEST:

Robert Parcher
CITY CLERK
City of Miami Beach, FL

Marie Schmidt
CITY CLERK
City of Sweetwater, Florida

MUTUAL AID AGREEMENT

Between the Miami Beach Police Department and the Village of Virginia Gardens Police Department

WHEREAS, it is the responsibility of the governments of the City of Miami Beach, Florida, and the Village of Virginia Gardens, Florida, to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and manmade conditions which are, or are likely to be, beyond the control of the services, personnel, equipment or facilities of the participating municipal police departments; and

WHEREAS, in order to ensure the preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the participating Dade County municipalities; and

WHEREAS, the participating Dade County municipalities have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a Mutual Aid Agreement.

NOW, THEREFORE, BE IT KNOWN, that the **City of Miami Beach** and the **Village of Virginia Gardens**, subdivisions of the State of Florida, and the undersigned representatives, in consideration of mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. Short title: Mutual Aid Agreement
2. Description: Since the Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and intensive law enforcement situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement as described in Chapter 23 Florida Statutes.
3. Definitions:
 - A. **Joint declaration:** A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the Joint Declaration shall be filed with the clerks of the respective

political subdivisions and shall thereafter become part of this Agreement. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations with the clerks of the respective political subdivisions.

- B. **Agency or participating law enforcement agency:** Either the City of Miami Beach Police Department or the Village of Virginia Gardens Police Department.
 - C. **Agency Head:** Either the Chief of the City of Miami Beach Police Department, or the Chief's designees, and the Chief of Police of the Village of Virginia Gardens Police Department, or the Chief's designees.
 - D. **Participating municipal police department:** The police department of any municipality in Dade County, Florida, that has approved and executed this Agreement upon the approval of the governing body of the municipality.
 - E. **Certified law enforcement employees:** Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.
4. Operations:
- A. In the event that a party to this Agreement is in need of assistance, as specified in the applicable Joint Declaration, an authorized representative of the police department requiring assistance shall notify the agency from which such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner deemed appropriate.
 - B. Each party to this Agreement agrees to furnish necessary man power, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete, unreasonably, its own manpower, equipment, facilities, and other resources and services in rendering such assistance.
 - C. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

5. Powers, Privileges, Immunities, and Costs:

- A. All employees of the participating municipal police department, certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are regularly employed.
 - B. The political subdivision having financial responsibility for the law enforcement agency providing the services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.
 - C. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of rendering of such aid, and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.
 - D. All exemptions from ordinances and rules, and all pension, insurance, relief, disability, workers compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorial under the provisions of this Mutual Aid Agreement. The provision of this Agreement shall apply with equal effect to paid and auxiliary employees.
6. **Indemnification:** The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action or claim for damages resulting from any and all acts or conduct of employees of

said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.

7. **Forfeitures:** It is recognized that during the course of the operation of the Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.
8. **Conflicts:** Any conflict between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.
9. **Effective Date and Duration:** This Agreement shall be in effect from date of signing, through and including **January 1, 2006**, and under no circumstances may this Agreement be renewed, amended or extended except in writing.
10. **Cancellation:** This Agreement may be canceled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

AGREED AND ACKNOWLEDGED this ____ day of _____, 2005.

JORGE M. GONZALEZ
City Manager
City of Miami Beach, FL

Village Manager
Village of Virginia Gardens, FL

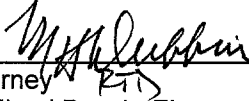
ATTEST:

ATTEST:

Robert Parcher
CITY CLERK
City of Miami Beach, FL

VILLAGE CLERK
Village of Virginia Gardens, FL

APPROVED AS TO FORM AND
LANGUAGE AND FOR EXECUTION:



City Attorney
City of Miami Beach, FL

Village Attorney
Village of Virginia Gardens, FL

**JOINT DECLARATION OF THE CHIEF OF THE VILLAGE OF VIRGINIA
GARDENS POLICE DEPARTMENT AND THE CHIEF OF THE CITY OF MIAMI
BEACH POLICE DEPARTMENT PURSUANT TO MUTUAL AID AGREEMENT**

A police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the Mutual Aid Agreement when:

- participating in law enforcement activities that are preplanned and approved by each respective agency head, or
- appropriately dispatched in response to a request for assistance from the other law enforcement agency.

In compliance with, and under the authority of, the Mutual Aid Agreement, hereto entered into by the Village of Virginia Gardens, Florida, and the City of Miami Beach, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the Agreement. Said list may be amended or supplemented from time to time, as needs dictate by subsequent declarations.

1. Joint multi-jurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations and crowd and traffic control measures, including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from or disturbances within detention facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, backups to emergency and in-progress calls, pursuits, and missing persons calls.
9. Enemy attack.

10. Transportation of evidence requiring security.
11. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
12. Security and escort duties for dignitaries.
13. Emergency situations in which one agency cannot perform its functional objective.
14. Incidents requiring utilization of specialized units; e.g., underwater recovery, canine, motorcycle, crime scene, marine patrol enforcement or investigation, and police information.
15. Joint training in areas of mutual need to include, but not limited to, firearms training and qualification; field force; SWAT; ATV; motorcycles; and marine patrol.
16. Participating in exigent situations without a formal request which are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners; traffic stops near municipal boundaries, request for assistance and no local unit is available or nearby, calls or transmissions indicating an officer is injured, calls indicating a crime of incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.
17. Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area comprising the jurisdictional waters within respective municipal boundaries.

DATE: _____

DATE: _____

DONALD W. De LUCCA
Chief of Police
Miami Beach Police Department
Miami Beach, Florida

Chief of Police
Virginia Gardens Police Department
Village of Virginia Gardens, Florida

ATTEST:

ATTEST:

Robert Parcher
CITY CLERK
City of Miami Beach, FL

CITY CLERK
Village of Virginia Gardens, Florida

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution authorizing an Interlocal Agreement between the City of Miami Beach and Miami-Dade County that will allow Miami Beach Police Officers and Parking Enforcement Specialists I and II to enforce provisions of the Miami-Dade code regarding "For Hire" vehicles.

Issue:

Shall the City of Miami Beach execute an Interlocal Agreement with Miami-Dade County that will give enforcement authority to Miami Beach Police Officers and Parking Enforcement Specialists I and II regarding "For Hire" vehicles?

Item Summary/Recommendation:

The Administration recommends the adoption of this Resolution which will allow Miami Beach Police Officers and Parking Enforcement Specialists I and II to enforce the Miami-Dade code regarding "For Hire" vehicles. Currently, the Police Department and Parking Department enforce these provisions under an Interlocal Agreement expiring June 2005. Prior to the 2002 Interlocal Agreement, there was no enforcement by the County due to the workload. The regulations governing "For Hire" vehicles include advertising or permitting operations without a valid, current for-hire license, having a valid operating permit displayed, and having valid and sufficient insurance coverage amongst other regulations. The Interlocal Agreement also provides that the County will receive 25% of all fines collected to defray administrative costs for processing, hearings, etc.; the City of Miami Beach will receive 75% of all fines collected per annum in one lump sum.

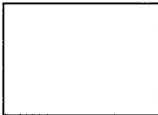
Advisory Board Recommendation:

N/A

Financial Information:

Amount to be expended:


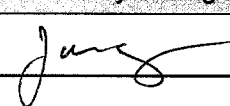
Source of
Funds:



Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

Sign-Offs:

Department Director	Assistant City Manager	City Manager
 5/24		

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AGENDA ITEM C76
DATE 6-8-05

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: June 8, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND MIAMI-DADE COUNTY, FLORIDA, PERMITTING MIAMI BEACH POLICE OFFICERS AND PARKING ENFORCEMENT SPECIALISTS I AND II TO ENFORCE PROVISIONS OF THE MIAMI-DADE COUNTY CODE, SPECIFICALLY REGARDING VEHICLES FOR HIRE REGULATIONS.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

BACKGROUND

Under the provisions of the Miami-Dade County Code, Section 8CC, officials and inspectors of municipalities may participate in enforcing the civil violations of the Miami-Dade County Code. In order to participate, the City must enter into an Interlocal Agreement with Miami-Dade County.

This Interlocal Agreement will permit Miami Beach Police Officers and Parking Enforcement Specialists I and II to enforce the provisions of the County Code regarding the regulations governing "For-Hire" vehicles. At present, the Miami Beach Police Department (MBPD) and Parking Department enforce these provisions under an Interlocal Agreement expiring June 2005. Prior to the 2002 Interlocal Agreement, there was no enforcement by the County due to the workload.

The MBPD and Parking Department are willing to continue assuming this responsibility. The provisions of Miami-Dade County Code 8CC, provide the regulations that govern vehicles used "For-Hire". These regulations include advertising or permitting operations without a valid, current for-hire license, permitting or authorizing any chauffeur or other person to operate any for-hire vehicle without the vehicle's current valid operating permit displayed, and allowing or permitting any person to operate a for-hire vehicle without current, valid and sufficient insurance coverage.

The Interlocal Agreement will become effective when signed and will be in effect for a period of one year. The Agreement will be automatically renewed for two successive

periods of one year each. Either party may terminate the agreement within 60 days of the renewal date. The Interlocal Agreement also provides that the County will receive 25% of all fines collected to defray administrative costs for processing, hearings, etc.; the City will receive 75% of all fines collected and will be reimbursed by the County annually in a lump sum.

CONCLUSION

This Interlocal Agreement will permit Miami Beach Police Officers and Parking Enforcement Specialists I and II to enforce the County ordinances regarding For-Hire vehicles. This will also provide the City with revenues from the fines collected by the enforcement efforts.

JMG/DWD/MG

F:\atto\DATR\Resos and Ordinances\for hire interlocal agreement\for hire interlocal agreement 2005 commission memo.doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY AND MIAMI-DADE COUNTY, FLORIDA, PERMITTING MIAMI BEACH POLICE OFFICERS AND PARKING ENFORCEMENT SPECIALISTS I AND II TO ENFORCE PROVISIONS OF THE MIAMI-DADE COUNTY CODE, SPECIFICALLY REGARDING VEHICLES FOR HIRE REGULATIONS.

WHEREAS, the Code of Miami-Dade County, Florida permits the officials and inspectors of municipalities to participate in the enforcement of violations of the County Code; and

WHEREAS, in order to participate in this enforcement, the City and the County must enter into an Interlocal Agreement; and

WHEREAS, the Miami Beach Police Department and Parking Department have agreed to assume the responsibility for the enforcement of the County Code regulations regarding for-hire vehicles; and

WHEREAS, Miami-Dade County has agreed to enter into an Interlocal Agreement with the City for this purpose; and

WHEREAS, the Interlocal Agreement will become effective the day it is executed and will be for a term of one year, with an option to renew for two additional years, and the City will receive 75% of all fines collected, and the County will retain 25% of all fees collected to defray administrative costs.

NOW THEREFORE, BE IT DULY RESOLVED THAT THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission herein authorize the Mayor and City Clerk to execute an Interlocal Agreement between the City and Miami-Dade County, Florida, permitting Miami Beach Police Officers and Parking Enforcement Specialists I and II to enforce provisions of the Miami-Dade County Code, regarding vehicles for hire regulations.

PASSED and ADOPTED this _____ day of June, 2005.

ATTEST:

CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION:



City Attorney *PD*

6-2-05
Date

MAYOR

INTERLOCAL AGREEMENT

This Interlocal Agreement is entered into this _____ day of _____ 2005 by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as the "County"), and the City of Miami Beach, a municipality within Miami-Dade County, Florida (hereinafter referred to as the "City");

WITNESSETH

WHEREAS, by Ordinance Number 94-38, Miami-Dade County extended to all municipalities within Miami-Dade County recourse to the civil violation enforcement process contained within Section 8CC of the Code of Miami-Dade County, Florida; and

WHEREAS that ordinance requires as a condition precedent to allowing such access that the City and the County enter into a mutually satisfactory interlocal agreement outlining, among other things, their relative rights and responsibilities in connection with such enforcement and related hearing process; and

WHEREAS, the City and the County wish to participate in this process subject to the terms and conditions of this Interlocal Agreement more particularly set forth below;

NOW THEREFORE the parties hereto agree as follows:

I. CITY AND COUNTY RESPONSIBILITIES

1. The City shall enforce the applicable provisions of the Code of Miami-Dade County set forth in Exhibit A by operation of this Interlocal Agreement.

2. Attached hereto as Exhibit B is a true and correct list of all individuals authorized to perform the enforcement functions contemplated by this Agreement (hereinafter referred to as the "Code Inspectors"). The title and job description for each such individual is also set forth in Exhibit B. The City shall be responsible for maintaining Exhibit B current at all times by communicating to the County any and all updates, additions and subtractions from each list. The City represents and warrants to the County that the individuals described in Exhibit B are, where required, properly licensed and qualified to perform the enforcement services contemplated hereunder, and that they are to perform these services.

The County reserves the right to set minimum education, training, and background check requirements to be met by Code Inspectors.

3. The City, through its Code Inspectors, shall be authorized and required to perform within the City any and all functions of the Code Inspector set forth in Section 8CC of the Code of Miami-Dade County, a copy of which is attached hereto as Exhibit C and incorporated herein by this reference, as the same may be amended from time to time, including but not limited to issuing civil violation notices, serving, posting and otherwise notifying the alleged violator, and appearing and testifying at any and all administrative and other hearings related to an appeal of the violation.

4. The City shall maintain any and all records of violation and notice, and all required documentation required to uphold the findings of the Code Inspector, including but not limited to reports, photographs, and other substantial competent evidence to be utilized at any administrative or other hearing challenging the actions of the Code Inspectors. Such records and other documentation shall be compiled and maintained so that such records may be quickly referred to in connection with any such hearing.

5. The City shall provide such clerical and administrative personnel as may be required for the performance of any of the functions of the City as set forth in this Interlocal Agreement.

6. The City shall defend its own citations in any and all administrative hearings relating to those citations, and in any and all actions in court relating to such citations, including all appeals of administrative hearings, and shall provide its own counsel, at City's cost, to represent the City in all proceedings. The City shall be responsible for paying for any and all costs of transcription which it incurs, in connection with any and all such hearings.

7. The County shall provide hearing officers, hearing rooms, and such other clerical and administrative personnel as may be reasonably required by each hearing officer for the proper performance of his or her duties.

8. Attached hereto as Exhibit D is Administrative Order 2-5 of Metropolitan Dade County (the "Order"). The City agrees to be bound to the full extent as required of a Department in the Order, except it shall only be authorized to enforce those provisions of the Code set forth in Section 1 of this Interlocal Agreement. The reference to the

County Attorney contained in Section 6 of the Department's Responsibilities shall be understood to refer to the City Attorney for purposes of this Interlocal Agreement.

9. After deduction of actual administrative costs and expenses, as defined in the Order, the County Clerk, with the concurrence of the County Budget Director, shall annually return to the City, the remainder of retained original fines, in the same fashion as these fines are returned to a non-general fund issuing department of the County.

10. The County shall be entitled to audit any and all records of the City maintained in connection with this Interlocal Agreement.

11. Either party may terminate this Agreement in the event that the other party commits a material breach.

12. This Interlocal Agreement shall be in effect for a period of one year following its date of execution and shall be automatically renewed for two successive periods of one year each, unless 60 days prior to its term, or extended term, either party signifies to the other its intent not to renew this agreement. This agreement shall not be extended beyond the term of three years.

13. Subject to the limitations contained in Section 768.28 of the Florida Statutes, the City shall indemnify and save the County harmless from and against any and all liability, actions and causes of action relating to the municipality's enforcement of the provisions of Chapter 8CC.

14. This agreement may only be amended in writing, through a document executed by duly authorized representatives of the signatories to this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their names by their duly authorized officers and the corporate seals the day and year first above written.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Assistant County Attorney

**MIAMI-DADE COUNTY, a
political subdivision of the
State of Florida**

By: _____
George M. Burgess
County Manager

ATTEST:


Harvey Ruvin, Clerk

By: _____
As Deputy Clerk

**CITY OF MIAMI BEACH, a
political subdivision of the
State of Florida**

By: _____
Jorge M. Gonzalez
City Manager

APPROVED AS TO FORM
AND LANGUAGE AND FOR
EXECUTION:

 6-2-05

Murray Dubbin
City Attorney

ATTEST:

Robert Parcher
City Clerk

EXHIBIT A

CHAPTER 4, PERTAINING TO AMBULANCES AND NONEMERGENCY
VEHICLES

CHAPTER 31, ARTICLES I THROUGH VI, PERTAINING TO TAXICABS,
LIMOUSINES, PASSENGER MOTOR CARRIERS, CHAUFFEURS, AND STS
CARRIERS

SECTION 30-371 TO 372 PERTAINING TO PRIVATE SCHOOL BUSES

THESE PROVISIONS ARE AVAILABLE AT www.municode.com

EXHIBIT B

I. Names and job titles of all employees of municipality authorized to perform the applicable enforcement functions:

[illegible]

II. Job Description for all employees of municipality authorized to perform the applicable enforcement functions:

III. Total number of employees of municipality authorized to perform the applicable enforcement functions:

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution authorizing the issuance of a Request for Qualification (RFQ) for the preparation of a "Coastal Communities Transportation Master Plan" (CCTMP) study, utilizing \$111,546 in Metropolitan Planning Organization (MPO) funds and \$163,454 in Concurrency Mitigation Funds (CMF), as the required local match, which may be partly reimbursed by contributions to be received from the participating coastal municipalities.

Issue:

Shall the City Commission issue a RFQ for the preparation of a CCTMP Study, utilizing MPO and CMF funds?

Item Summary/Recommendation:

The coastal communities involved in the CCTMP effort are Aventura, Sunny Isles Beach, Bal Harbour Village, Bay Harbor Islands, Surfside, and North Bay Village, under the leadership of Miami Beach. Resolution No. 2005-25826, dated February 23, 2005, authorized submission of a \$150,000 grant application to the MPO toward the \$275,000 estimated cost of the CCTMP Study; the same resolution also appropriated \$125,000 in Concurrency Mitigation Funds (CMF) as local match.

The MPO Governing Board, at its meeting of May 19, 2005 approved the following awards to the CCTMP Study: \$61,546 in FY 2005-06 MGP grant funds, plus \$50,000 in FY 2004-05 unused UPWP funds, for a total of \$111,546 (in lieu of the requested \$150,000). The revised local match is \$163,454. The Administration sent a second letter to participating municipalities regarding the grant award and increased local match obligation, and to date has received positive responses from 3 of the 6 municipalities. A portion of the \$163,454 in CMF funds to be appropriated by the City for the local match, will be subsequently reimbursed by contributions received from the participating municipalities.

Pursuant to the above facts, the Administration requests Commission authorization to do the following:

- Issue a Request for Qualifications (RFQ for the preparation of the CCTMP Study);
- Appropriate an additional \$38,454 in CMF funds to cover the revised \$163,454 local match; and
- Advance \$111,546 in CMF funds to be subsequently reimbursed by the MPO funds.

The Miami Beach Concurrency Mitigation Fund is the appropriate source to fund the CCTMP Study.

Advisory Board Recommendation:

The CCTMP was endorsed by representatives from the seven coastal municipalities who attended the January 10, 2005 meeting hosted by Miami Beach.

Financial Information:

Source of Funds:		Amount	Account	Approved
<div style="border: 1px solid black; width: 100px; height: 80px; margin: 0 auto;"></div> Finance Dept.	1	\$111,546 MPO	Acct. to be established after the MPO Board endorses grant award on 5/19/05	
	2	\$163,454 CMF	\$56,727 from 158.8000.341228 \$56,727 from 158.8000.341227 \$50,000 from 158.8000.341226 Community Sustainability OC 000352	
	3			
	4			
	Total	\$275,000		

City Clerk's Office Legislative Tracking:

Robert Halfhill

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM C7H
DATE 6-8-05

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: June 8, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE ISSUANCE OF A REQUEST FOR QUALIFICATIONS (RFQ) FROM TRANSPORTATION PLANNING / TRAFFIC ENGINEERING FIRMS INTERESTED IN CONDUCTING A "COASTAL COMMUNITIES TRANSPORTATION MASTER PLAN" STUDY FOR SEVEN COASTAL MUNICIPALITIES IN NORTHEAST MIAMI-DADE COUNTY, UNDER MIAMI BEACH LEADERSHIP, WHICH STUDY IS ESTIMATED TO COST \$275,000; AUTHORIZING THE ADVANCEMENT OF \$111,546 IN CONCURRENCY MITIGATION FUNDS (CMF) FOR SUBSEQUENT REIMBURSEMENT BY THE METROPOLITAN PLANNING ORGANIZATION FUNDS AWARDED FOR THE STUDY; AUTHORIZING THE APPROPRIATION OF AN ADDITIONAL \$38,454 IN CMF, OVER AND ABOVE THE \$125,000 PREVIOUSLY APPROPRIATED BY RESOLUTION NO. 2005-25826, DATED FEBRUARY 23, 2005, TO COVER THE \$163,454 REVISED LOCAL MATCH REQUIREMENT; WHICH LOCAL MATCH MAY BE PARTLY REIMBURSED BY CONTRIBUTIONS TO BE RECEIVED FROM MUNICIPALITIES INVOLVED IN THE COASTAL COMMUNITIES STUDY.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

PROPOSED FUNDING SOURCES

- Two (2) Metropolitan Planning Organization (MPO) grant sources, at \$111,546
- Miami Beach Concurrency Mitigation Funds, at \$163,454
- Estimated cost of the "Coastal Communities Transportation Master Plan: \$275,000

ANALYSIS

Pursuant to a coastal communities meeting hosted by the City of Miami Beach on January 10, 2005, representatives from Aventura, Sunny Isles Beach, Bal Harbour, Bay Harbor Islands, Surfside, and North Bay Village discussed the need to develop a sub-regional plan to be known as the "Coastal Communities Transportation Master Plan (CCTMP)." In addition, it was agreed to submit, under Miami Beach leadership, a joint grant application to

the Metropolitan Planning Organization (MPO) to help fund the study, which is estimated to cost \$275,000. The total amount of funds available for award under the MPO's FY 2005-06 Municipal Grant Program (MGP) is \$150,000.

As authorized by Resolution No. 2005-25826, dated February 23, 2005, the Administration submitted a \$150,000 grant application to the MPO toward the \$275,000 CCTMP, and appropriated \$125,000 in Concurrency Mitigation Funds (CMF) to cover the envisioned cost balance. Resolution No. 2005-35826 is attached to this Memorandum.

The MPO received seven (7) applications from various Miami-Dade County municipalities, five (5) of which being recommended for award by the MPO Selection Committee, with the CCTMP receiving \$61,546 in FY 2005-06 MGP Grant funds. The MPO Governing Board approved the grant awards on May 19, 2005.

As a separate action, the MPO Director also allocated \$50,000 in unused FY 2004-05 Unified Planning Work Program (APWP) funds towards the origin-destination survey component of the CCTMP, bringing the total proposed MPO contribution up to \$111,546. In late May/early June, an Interlocal Agreement will be executed by the MPO and the City for the combined \$111,546 MPO funds for our granted study.

The estimated \$275,000 cost of the CCTMP minus the \$111,546 in MPO funds results in a revised local match of \$163,454 to be shared by the seven (7) participating municipalities. By virtue of the largest share of population, the City of Miami Beach will address the largest proportion of the revised local match. A letter has been sent to all the participating coastal municipalities advising them of the MPO grant and the estimated cost share of the unfunded portion of the study.

The Administration requests City Commission authorization to do the following:

- Issue a Request for Qualifications (RFQ) from transportation planning/traffic engineering firms that have expertise in preparing regional and/or sub-regional transportation master plans, such as the CCTMP;
- Advance \$111,546 in CMF funds for subsequent reimbursed by the MPO funds;
- Appropriate an additional \$38,454 in Concurrency Mitigation Funds (CMF) to cover the difference between the original \$125,000 appropriation and the revised local match requirement at \$163,454. A portion of these funds may be partly reimbursed by contributions to be received from the participating coastal municipalities.

The Miami Beach CMF is the appropriate source to fund this study. Attached is a Status of CMF Revenues and Appropriations to date.

JG/EM/FB/FV/RH/AJ

Attachments:

- A. Resolution No. 2005-25826, dated February 23, 2005
- B. Status of CMF Revenues and Appropriations
- C. Scope of Services for the CCTMP (longer version)
- D. Sample Letter to Coastal Municipalities

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE ISSUANCE OF A REQUEST FOR QUALIFICATIONS (RFQ) FROM TRANSPORTATION PLANNING / TRAFFIC ENGINEERING FIRMS INTERESTED IN CONDUCTING A "COASTAL COMMUNITIES TRANSPORTATION MASTER PLAN" STUDY FOR SEVEN COASTAL MUNICIPALITIES IN NORTHEAST MIAMI-DADE COUNTY, UNDER MIAMI BEACH LEADERSHIP, WHICH STUDY IS ESTIMATED TO COST \$275,000; AUTHORIZING THE ADVANCEMENT OF \$111,546 IN CONCURRENCY MITIGATION FUNDS (CMF) FOR SUBSEQUENT REIMBURSEMENT BY THE METROPOLITAN PLANNING ORGANIZATION FUNDS AWARDED FOR THE STUDY; AND FURTHER AUTHORIZING THE APPROPRIATION OF AN ADDITIONAL \$38,454 IN CONCURRENCY MITIGATION FUNDS, OVER AND ABOVE THE \$125,000 PREVIOUSLY APPROPRIATED BY RESOLUTION NO. 2005-25826, DATED FEBRUARY 23, 2005, TO FUND THE \$163,454 REVISED LOCAL MATCH REQUIREMENT; WHICH LOCAL MATCH SHALL BE PARTLY REIMBURSED BY CONTRIBUTIONS TO BE RECEIVED FROM THE MUNICIPALITIES INVOLVED IN THE COASTAL COMMUNITIES STUDY.

WHEREAS, pursuant to a coastal communities meeting hosted by the City of Miami Beach on January 10, 2005, representatives from Aventura, Sunny Isles Beach, Bal Harbour, Bay Harbor, Surfside, and North Bay Village discussed the need to develop a sub-regional plan to be known as the "Coastal Communities Transportation Master Plan" (CCTMP); and

WHEREAS, the coastal communities referenced above agreed to submit, under Miami Beach leadership, a joint grant application to the Metropolitan Planning Organization (MPO) to help fund the study concerning the proposed Plan, which study is above estimated to cost \$275,000; and

WHEREAS, as authorized by City of Miami Beach Resolution No. 2005-25826, dated February 23, 2005, the Administration submitted a \$150,000 grant application to the MPO's Municipal Grant Program (MGP), and appropriated \$125,000 in Concurrency Mitigation Funds to cover the envisioned local match; and

WHEREAS, the MPO Selection Committee awarded \$61,546 in Fiscal Year (FY) 2005-06 MGP funds to the CCTMP; and, as a separate action, the MPO Director also allocated \$50,000 in unused FY 2004-05 Unified Planning Work Program funds towards the origin-destination survey component of the CCTMP, bringing the total proposed MPO contribution up to \$111,546; and

WHEREAS, the estimated \$275,000 cost of the CCTMP minus the \$111,546 in MPO funds result in a revised local match of \$163,454 to be shared by the seven participating municipalities; by virtue of the largest share of population, the City of Miami Beach will address the largest proportion of the \$163,454 revised local match; and

WHEREAS, the Administration requests City Commission authorization to do the following:

- Issue a Request for Qualifications (RFQ) for the preparation of this vital sub-regional transportation master plan; and
- Advance \$111,546 in Concurrency Mitigation Funds to be subsequently reimbursed by the MPO funds; and
- Appropriate an additional \$38,454 in Concurrency Mitigation Funds (CMF) to cover the difference between the original \$125,000 appropriation and the revised local match requirement at \$163,454; this local match shall be partly reimbursed by contributions to be received from the participating coastal municipalities.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby authorize the issuance of a Request For Qualifications (RFQ) from transportation planning / traffic engineering firms interested in conducting a "Coastal Communities Transportation Master Plan" study for seven coastal municipalities in northeast Miami-Dade County, under Miami Beach leadership, which study is estimated to cost \$275,000; authorize the advancement of \$111,546 in Concurrency Mitigation Funds (CMF) for subsequent reimbursement by the Metropolitan Planning Organization grant funds awarded for the study; and further authorize the appropriation of an additional \$38,454 in Concurrency Mitigation Funds, over and above the \$125,000 previously appropriated by Resolution No. 2005-25826, dated February 23, 2005, to fund the \$163,454 revised local match requirement; which local match shall be partly reimbursed by contributions to be received from the municipalities involved in the coastal communities study.

PASSED AND ADOPTED this the _____ day of _____, 2005.


ATTEST:

MAYOR

CITY CLERK

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**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

 **5-31-05**
City Attorney Date

**EVALUATION SELECTION CRITERIA TO BE INCLUDED IN THE RFQ
FOR THE COASTAL COMMUNITIES TRANSPORTATION MASTER PLAN
(PER CCNA REQUIREMENTS)**

The future Evaluation Committee that will help with the selection process for the best consultant to prepare the Coastal Communities Transportation Master Plan shall base its recommendations on the following factors and points:

- A. The experience, qualifications and (portfolio) of the Principal (**15** points).
- B. The experience, qualifications and (portfolio) of the Project Manager (**20** points).
- C. The experience and qualifications of the professional personnel assigned to the Project Team (**10** points).
- D. Willingness to meet time and budget requirements as demonstrated by past performance (**5** points).
- E. Certified minority business enterprise participation (**5** points). Either the Prime Consultant or the sub-Consultant team may qualify for proof of certification for minority business enterprise participation. Accepted minority business enterprise certifications include the Small Business Administration (SBA), State of Florida, or Miami-Dade County.
- F. Location (**5** points)
- G. Recent, current, and projected workloads of the firms (**5** points).
- H. The volume of work previously awarded to each firm by the City (**5** points).
- I. Demonstrated successful similar projects (**15** points).
- J. Demonstrated success in leading active collaborative stakeholder processes to achieve consensus on program and design in similar size and scope projects based on budget and size (**15** points).

RESOLUTION NO. 2005-25826

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE ADMINISTRATION TO SUBMIT A GRANT APPLICATION FOR \$150,000 MUNICIPAL GRANT PROGRAM OF THE MIAMI-DADE COUNTY METROPOLITAN PLANNING ORGANIZATION (MPO), FOR A COASTAL COMMUNITIES TRANSPORTATION MASTER PLAN STUDY, WHICH IS ESTIMATED TO COST \$275,000; AUTHORIZING THE APPROPRIATION OF \$125,000 IN CONCURRENCY MITIGATION FUNDS AS THE MINIMUM REQUIRED LOCAL CASH MATCH, IF THE GRANT IS AWARDED; AND WITH THE UNDERSTANDING THAT THE STUDY SHALL BE CONDUCTED BY THE MPO, ON BEHALF OF THE SEVEN COASTAL COMMUNITIES INVOLVED IN THE EFFORT.

WHEREAS, the coastal communities in northeastern Miami-Dade County, Aventura, Sunny Isles Beach, Bal Harbour, Bay Harbor Islands, Surfside, North Bay Village, and Miami Beach, are interested in the development of a transportation master plan that addresses traffic and transportation on the barrier islands in order to produce short, mid, and long term multi-modal solutions to transportation issues; and

WHEREAS, in the late 1990's the Miami Beach Municipal Mobility Plan was developed to mitigate issues on Miami Beach, and the vast majority of the 44 projects recommended in this Plan have been or are being implemented; and

WHEREAS, the Plan is in need of updating and must be expanded to examine transportation in coastal Miami-Dade County in a more coordinated and sub-regional manner through a highly coordinated effort between the cities, Florida Department of Transportation (FDOT), the Miami-Dade Metropolitan Planning Organization (MPO), Miami-Dade County and the South Florida Regional Planning Council is needed; and

WHEREAS, the City desires to submit a joint application with the coastal communities for the MPO to help fund and prepare the subject Coastal Communities Transportation Master Plan Study, which total cost is estimated to be \$275,000

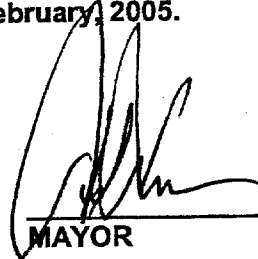
WHEREAS, the MPO 2006 Municipal Grant Program itself is funded only at \$150,000, and will require a minimum \$125,000 local cash match from Miami Beach; and

WHEREAS, the Miami Beach Concurrency Mitigation Fund is the appropriate source to fund the \$125,000 local match; and

WHEREAS, the Administration will strive to collect the pro-rata share of the \$125,000 local matching funds from the communities involved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby authorize the Administration to submit a grant application for \$150,000 to the Municipal Grant Program of the Miami-Dade County Metropolitan Planning Organization (MPO), for a Coastal Communities Transportation Master Plan Study, which is estimated to cost \$275,000; authorizing the appropriation of \$125,000 in Concurrency Mitigation Funds as the minimum required local cash match, if the grant is awarded; and with the understanding that the Study will be conducted by the MPO, on behalf of the seven coastal communities involved in the effort.


PASSED and ADOPTED this the 23rd day of February, 2005.


MAYOR

ATTEST:


CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

 3-12-05
City Attorney Date

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CITY OF MIAMI BEACH
**CONCURRENCY MITIGATION FUND
 REVENUES AND APPROPRIATIONS TO DATE**

Total Concurrency Mitigation Funds Collected from program inception through 03/04/05 \$ 6,336,130

From Which TCMA?	Reason for Appropriation	Resolution No.	Reso. Date	Appropriated Amount	Fund Balance
1 SoBe	FY 2000-01 Electrowave (EW) Operating Budget	2000-24132	10/18/2000	\$ 50,000	\$ 6,286,130
2 SoBe	Hotel Fiscal Analysis/Collins Ave. Proj. (Lincoln Rd. to 26th St.)	2000-23918	5/10/2000	12,500	6,273,630
3 SoBe	Liaison between City & FDOT Construction Projs. In SoBe	2000-23905	5/10/2000	20,000	6,253,630
4 SoBe	Additional Legal Services for TCMA Plan (Siemon Larsen)	2000-23904	5/10/2000	5,000	6,248,630
5 SoBe	EW Shuttle Long-Range Plan - Corradino Group	2000-24155	11/29/2000	10,000	6,238,630
6 MBeach	Alton Road Traffic Calming Study - Corradino Group	2001-24274	2/21/2001	5,000	6,233,630
7 SoBe	FY 2001-02 EW Operating Budget	2001-24586	9/21/2001	150,000	6,083,630
8 MBeach	41st Street at Indian Creer dual left turn - Corradino Group	2001-24595 *	9/20/2001	56,000	6,027,630
9 **	Original City match to TOP grant for 16th Street Design **	2001-24587 **	9/20/2001	20,000	6,007,630
10 SoBe	CIGP grant match/Alton Rd. Signal Enhancements - PBS&J	2002-24796	3/20/2002	70,000	5,937,630
11 MBeach	Cost overrun (County permit fee) 41st Street Project	2002-24869	5/29/2002	1,000	5,936,630
12 3 TCMA's	\$10,000 addition to \$50,000 MMP/CMS Update	2002-24937	7/31/2002	10,000	5,926,630
13 SoBe	FY 2002-03 EW Operating Budget	2002-25012	9/26/2002	300,000	5,626,630
14 SoBe	FY 2003-04 EW Operating Budget	2003-25355	9/18/2003	443,800	5,182,830
15 SoBe	City match to MPO grant for 16th Street Corridor Master Plan	2004-25589	6/9/2004	31,015	5,151,815
16 **	Add'l funds for 16th Street Corridor Design (total: \$90,000) **	2004-25590 **	6/9/2004	70,000	5,081,815
17 SoBe	FY 2004-05 Local Shuttle Operating Budget	2004-25705	9/28/2004	452,071	4,629,744
18 NoBe	Misc. Traffic Counts in North Beach (Harding one-way north)	2005-25823	2/23/2005	13,844	4,615,900
3 TCMA's	City match to MPO funds for Coastal Communities TMP ***	2005-25826	2/23/2005	150,000	4,465,900
19 3 TCMA's	Traffic Calming Study & purchase of traffic count equipmt.	2005-25867	4/20/2005	110,000	4,355,900
3 TCMA's Proposed addnl. \$38,454 for Coastal Communities TMP ***					

Total Concurrency Mitigation Funds Appropriated to Date:

\$1,980,230

* Resolution N. 2001-24595, above-mentioned, rescinded Resolution No. 2001-24492, of 06/27/01, which had appropriated only \$24,000

** Funds appropriated by two Resolutions dated 9/20/01 and 6/9/04 for the 16th Street Corridor Design

*** Funds already appropriated and proposed for the Coastal Communities Transportation Master Plan

**SCOPE OF SERVICES
FOR
"THE COASTAL COMMUNITIES TRANSPORTATION MASTER PLAN"**

INTRODUCTION/BACKGROUND:

The City of Miami Beach, as a joint effort with its neighboring coastal communities in northeastern Miami-Dade County (City of Aventura, City of Sunny Isles Beach, Town of Bal Harbour Village, Town of Bay Harbor Islands, Town of Surfside, and City of North Bay Village) is interested in the development of a transportation master plan that addresses traffic and transportation on the barrier islands. The goal of this plan is to produce short, mid, and long term multi-modal solutions to transportation issues.

In the late 1990's the Miami Beach Municipal Mobility Plan (MMP) was developed to mitigate issues on Miami Beach. Most of the 44 projects recommended in this plan have already been implemented, or are undergoing different stages of implementation. Due to this success, this plan is in need of updating.

To truly provide a higher level of planning, the Mobility Plan must be expanded to examine transportation in coastal Miami-Dade County, in a more coordinated and regional manner. It is recognized that the immediately affected communities do not exist in a vacuum. What is done in one will have far reaching impacts, not only on each city's immediate neighbors, but on mainland Miami-Dade County. It is for this reason that a highly coordinated effort between the cities, FDOT, the Miami-Dade MPO, Miami-Dade County and the South Florida Regional Planning Council is needed.

This effort strives to set an example as a targeted sub-regional attempt at transportation planning which is multi-modal in nature. In doing so it is imperative to produce a plan that is both scientific and personal in nature. Hard data derived from traffic counts will be analyzed, and projections made on future traffic loads will be created to establish a baseline for the comparison of alternatives. Issues arrived at through accepted methodologies will be supported through an extensive public involvement process. The study will portray existing conditions and project conditions in the future, and will provide a clear picture of the origin and destination of traffic affecting the coastal communities. It will make recommendations that will focus coordinated improvements, as well as promote the viability of alternate routes for commuters traveling from the northern barrier islands to the Downtown Miami area. It will involve local decision makers in the process.

The coastal communities understand that the barrier islands are physically constrained. As demands on the transportation infrastructure increase, and

capacity to manage traffic becomes further limited, the cross point between growth vs. available capacity is a parameter which must be derived when determining adequate sustainability through the region. Further, the socio-economic scenario, primarily as a function of traffic and related sustainable infrastructure, warrants a clear understanding to determine the most feasible and viable transportation strategy. This initial assessment would assist as a benchmark to derive further initiatives to address these issues.

STUDY OBJECTIVES:

- Study the existing and future sub-regional transportation network through extensive data collection, analysis, and public involvement.
- Develop a multi-modal list of projects, designed to address identified needs based on the scientific and subjective nature of the project.
- Quantify the cost of these projects, relative to their planning, design and construction.
- Prioritize the list of projects into an Implementable 10 year Coastal Communities Transportation Master Plan.
- Achieve community consensus, and approval by each governing body involved.
- Enhance regional mobility, in a coordinated manner.

SERVICES METHODOLOGY:

This effort strives to set an example as a targeted sub-regional attempt at transportation planning which is multi-modal in nature. In doing so it is imperative to produce a plan that is both scientific and personal in nature. Hard data derived from traffic counts and analysis will be projected. Issues arrived at through accepted methodologies will be supported through an extensive public involvement process. The study will portray existing conditions and project conditions in the future, and will provide a clear picture of the origin and destination of traffic affecting the coastal communities, as traffic flows across the causeways. In addition realistic growth projections will be developed in concert with the MPO, utilizing the future land use maps and build-out scenarios of each city. It will make recommendations that will focus coordinated improvements. It will involve local decision makers in the process

Task 1: Public involvement

Engaging the public and incorporating public input is a multi-level process that takes place consistently throughout the duration of the plan development. The goal shall be community consensus, resulting in approval from each of the governing bodies involved. The following are key aspects to this task.

- Steering Committee

- *Stakeholders*
- *Community Workshops*
- *Agency Meetings*

Task 2: Data Collection and Analysis

Prior to actual new data collection, all previous reports will be reviewed and to every extent possible incorporated into the data collection and analysis process. Previous work will be used as a guide to the assignment of data collection efforts. Other reports and surveys at the county and regional level will be used to verify presumptions and findings, and to ensure that previous “holes” in the data are addressed. Further, planning work will be coordinated with currently ongoing studies and projects that will have direct and indirect impacts on the relevance and effectiveness of the Master Plans recommendations. New traffic counts will be taken along each key transportation route. Data will be projected so that future impacts can be examined. It will be important to understand where current traffic is coming from and where it is going and understand obstacles to mobility that are encouraging commuter traffic along the barrier island instead of along North-South inland transportation corridors.

The following sub tasks will be performed:

- *Examination of Previous and Ongoing Work*
- *Examination of Concurrency Methodologies Utilized by Participating Municipality*
- *Traffic counts*
- *Truck Counts*
- *Signal Timing*
- *Origin/Destination Survey*
- *Analysis:*
A three level analysis will be provided, showing existing conditions, and projected conditions ten and 25 years in the future. In addition three potential land use scenarios should be projected. These will represent light, medium and heavy future development. Programs should be: Synchro, SimTraffic, FSUTMS Analysis.

Task 3: Needs Assessment

The three level analyses mentioned above will point to various levels of need, for various modes both in and adjacent to the coastal communities. Identified needs will be organized into four categories. From this assessment a list of potential projects will be developed:

- *Alternative Mode*
- *Capacity*
- *Sustainable Community*
- *Corridor Enhancement*
- *Promoting Alternate Routes to Downtown Miami*

Task 4: Development of Potential Projects

Each project will be conceptually developed. These projects will be in the coastal communities or on the mainland. This will entail the development of a project sheet for each project that provides:

- Description of the project
- Location
- Cost
- Planning
- Design
- Construction

Task 5: Implementation Plan

The first section of this plan, the data and analysis is an effort to provide a snapshot of future transportation issues and trends which will impact the study area. The Master Plan should establish a vision for transportation and make recommendations for meeting the identified needs. These needs will be met in the second section of the plan, with the development of projects and Implementation Plan.

END PRODUCTS :

- Public Involvement Technical Memorandum
- Assessment of Existing and Future Conditions Technical Memorandum
- Project Bank
- Implementation Plan
- Executive Summary

PROJECT MANAGER: TBD by City and MPO

PARTICIPATING CITIES AND AGENCIES:

Aventura, Sunny Isles Beach, Bal Harbor, Bay Harbor, Surfside, North Bay Village, Miami Beach, Metropolitan Planning Organization, Miami-Dade Transit, Florida Department of Transportation–District Six, South Florida Regional Planning Council, Florida Department of Community Affairs.

WORK SCHEDULE:

The technical aspects of this project shall take no longer than nine (9) months

FUNDING:

\$275,000 divided as follows:

\$111,546 from two MPO funding sources

\$163,454 from coastal municipalities on a pro-rata share based on population

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
 www.miamibeachfl.gov



Office of the City Manager

Telephone 305-673-7010
 Facsimile 305-673-7782

May 31, 2005

The Honorable Jeffrey Perlow
 City of Aventura
 19200 W. Country Club Drive
 Aventura, Florida 33180

RE: Coastal Communities Transportation Master Plan Amended Request

Dear Mayor Perlow:

The City of Miami Beach wishes to inform you that, on May 19, 2005, the Metropolitan Planning Organization (MPO) Governing Board awarded funding for the future Coastal Communities Transportation Master Plan (CCTMP) Study, as follows:

From the 2006 Municipal Grant Program (MGP) at	\$ 61,546
From the 2005 Unified Planning Work Program (UPWP)	\$ 50,000
Total MPO award	\$111,546

The cost to complete the CCTMP has been estimated at \$275,000. This total cost less the \$111,546 MPO grant award result in \$163,454 of remaining local match funds. By virtue of the largest share of population, the City of Miami Beach will assume the largest proportion of this local match. We invite each community to share in the remaining match. A proportionate distribution based on population would be as follows:

Municipality	Population	Distribution	Amended Matching Funds
City of Aventura	26,142	17.3%	\$ 28,342
Town of Bal Harbour Village	3,309	2.2%	3,587
Town of Bay Harbor Islands	5,118	3.4%	5,549
City of Miami Beach	88,972	59.0%	96,458
City of North Bay Village	6,689	4.4%	7,252
City of Sunny Isles Beach	15,477	10.3%	16,779
Town of Surfside	5,061	3.4%	5,487
	<u>150,768</u>	<u>100.0%</u>	<u>\$163,454</u>

In the interest of expediting this program, the City of Miami Beach also offers to spearhead the study on behalf of all participating communities.

The next steps in the CCTMP process are proposed as follows:

- Execution of an Interlocal Agreement between the MPO and the City of Miami Beach for the \$111,546 in MPO funds.
- Miami Beach to issue a Request for Qualifications (RFQ) from transportation planning/ traffic engineering consulting firms for the preparation of the CCTMP, on behalf of all participating municipalities.
- An RFQ Evaluation Committee will be established, with representative members from all seven (7) municipalities, to evaluate responses received pursuant to the RFQ. . Eventually, three (3) firms will be shortlisted and ranked as well as recommended to the City of Miami Beach City Commission for their approval to proceed with negotiations, in accordance with Florida Statute 287.055.
- After successful negotiations, the City of Miami Beach will enter into a Professional Services Agreement with the chosen consulting firm, which is given a Notice to Proceed.
- A designated CCTMP Technical Steering Committee comprised of representatives from each community will meet with the consultant on a regular basis to review the work being performed and give input.

On behalf of the City of Miami Beach, I would like to re-extend my invitation to each community to participate in this program as well as encourage you to appoint one member of your administrative team to serve in the RFQ Evaluation Committee and the subsequent CCTMP Technical Steering Committee. These committees shall include the following representation:

- One Miami-Beach Project Manager
- One MPO Project Manager
- One member each from the remaining six (6) participating Coastal Municipalities
- One member from the FDOT Planning Department
- One member from Miami-Dade Transit Planning Department.

Please submit name, title, address, phone number (and/or cell number), and e-mail address for your appointed representative. This should be submitted to the attention of Fernando A. Vazquez, P.E., City Engineer, 1700 Convention Center Drive, Miami Beach, FL 33139, or fernandovazquez@miamibeachfl.gov

We will keep you informed as to further developments regarding our joint CCTMP study. We look forward to your participation in this essential study for the future of our communities.

Sincerely,

Jorge M. Gonzalez
City Manager

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**

**Condensed Title:**

A Resolution awarding a contract in the amount of \$653,900 to Camp, Dresser & McKee Inc. (CDM), for the installation, configuration, start-up and training of a Computerized Maintenance Management System (CMMS).

Issue:

Shall the City Commission award a contract in the amount of \$653,900 to Camp, Dresser & McKee?

Item Summary/Recommendation:

On February 25, 2004, the City Commission authorized the City Manager to negotiate with CDM a contract to provide the Public Works Department a complete computerized Infrastructure Management System (IMS). The IMS is composed of two systems; a computerized Maintenance Management System (CMMS) and a Geographic Information System (GIS). The two integrated systems constitute the IMS.

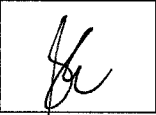
CDM's proposal included CMMS and GIS, the implementation of a complete field-developed GIS in a pilot area south of 5th Street in South Beach and conversion of existing information from Public Works maps to GIS data without any field surveys for the rest of the City. Several meetings with Public Works, CDM and the Information Technology Department determined that a complete survey of all utilities systems, and streets, instead of digitizing existing maps would be the best way to establish the GIS. Additionally, the scope of work, cost and project schedule were further defined and negotiated to provide the Public Works Department with implementation of the CMMS as soon as possible, instead of waiting until full implementation of the GIS system.

Once the scope of work for the survey is completed the CMMS software will be integrated with the ESRI GIS software to provide the City with infrastructure information system based on Global Positioning System (GPS) field survey points.

The CMMS will provide Public Works by November 2005 a computerized system for infrastructure asset management, service request management and work order management.

The Administration recommends approval of the Resolution.

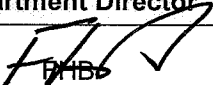

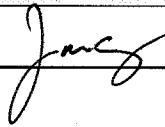
Advisory Board Recommendation:**Financial Information:**

Source of Funds:		Amount	Account	Approved
 Finance Dept.	1	170,000	Water Acct. # 425.0410.000674	
	2	170,000	Sewer Acct. # 425.0420.000674	
	3	313,900	Stormwater Acct. # 427.0427.000674	
	4			
	Total	653,900		

City Clerk's Office Legislative Tracking:

R. Halfhill 6833

Sign-Offs:

Department Director	Assistant City Manager	City Manager
 DHB	 RCM	JMG 

AGENDA ITEM

C7I

DATE

6-8-05

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: June 8, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH TO AWARD A CONTRACT IN THE AMOUNT OF \$653,900 TO CAMP DRESSER & MCKEE INC. (CDM), FOR THE INSTALLATION, CONFIGURATION, START-UP AND TRAINING OF A COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM CMMS.**

ADMINISTRATIVE RECOMMENDATION

Adopt the Resolution.

ANALYSIS

On February 25, 2004, the City Commission authorized the City Manager to negotiate with Camp Dresser & McKee, Inc. (CDM), the top ranked firm responding to the Request for Proposals (RFP) to provide the Public Works Department a complete Infrastructure Management System (IMS). The IMS is composed of two systems, a Computerized Maintenance Management System (CMMS) and a Geographic Information System (GIS). The two integrated systems constitute the IMS. CDM had proposed Cityworks as the CMMS software and ESRI as the GIS software. As part of the IMS implementation, CDM was also to complete GIS layers for all utilities (water, sewer, stormwater) and streets and streetlighting in a pilot area south of 5th Street in South Beach. Data for the GIS system would be obtained by digitizing existing Public Works utility atlases and record drawings.

After several meetings between CDM, the Public Works Department and the Information Technology Department it was determined that a complete field survey of all utilities systems, and streets, instead of digitizing existing maps would be the best way to establish the GIS. Additionally, the scope of work, cost and project schedule were further defined and negotiated to provide the Public Works Department with implementation of the CMMS as soon as possible. Specifically it was agreed that:

- Implementation of CMMS and GIS would be separated in order to provide the Public Works Department with an effective CMMS as soon as possible.
- The scope of work for development and implementation of the GIS system would include a complete GPS field survey of the City.
- CDM would perform the project management and software configuration tasks based on their accumulated experience and knowledge of the City's infrastructure and Public Works Department operating procedures.

The negotiating team met with CDM on seven occasions to determine the optimum scope of work for the CMMS phase of the IMS project and the most beneficial cost. Each element of the proposal was examined for value to the project and potential to be performed in-house. This process resulted in five major changes in the scope of work and a 19% cost decrease from the original proposal.

The CMMS (Cityworks) software will be integrated with GIS (ESRI) software to provide the City with infrastructure information system based on Global Positioning System (GPS) field survey points. GPS survey points will be obtained for items such as valves, water meters, manholes, catch basins, stormwater wells, streetlights and pipes. Other attributes can be obtained in the field to be later uploaded into the GIS assets data base.

The purchase and installation of Cityworks will enable the computerized maintenance management functions to be implemented while details concerning the GIS application are better defined and price negotiated. These negotiations are expected to be completed by July 2005. The target for installation and initial operational capability of the Cityworks program is November 2005.

The Cityworks CMMS system will include the following:

- Infrastructure Asset Management
 - Inventory Condition Assessment
 - Schedule Maintenance
 - Scheduled Inspections
 - System Analysis
- Work Order Management
 - Work Order Generation
 - Work Order Scheduling
 - Warehouse (Parts and Materials) Inventory
- Service Request Management
 - Customer Complaint Recording
 - Customer Complaint Tracking

CDM has provided, in their proposal, a preliminary schedule indicating that complete implementation of the CMMS will be completed in 150 calendar days from receipt of the Notice to Proceed. This accelerates the original schedule by over 100 days.

The scope of work includes:

- Project Kick-Off and Project Management
- Data Model Refinement/Design to the five database models for Sanitation, Water, Sewer, Stormwater, Streets and Streetlights
- Provide software which includes Cityworks and ESRI
- Planning and Configuration of software products for asset management, service request management and work order management in an unattached GIS mode citywide
- Cityworks and ESRI training

- Planning and Configuration of software products for asset management, service request management and work order management in an unattached GIS mode citywide
- Cityworks and ESRI training

CDM is performing Project Management tasks for the IMS. Costs for the Cityworks and ESRI software is the same as the City purchasing directly from the distributor. Training and configuration tasks will be performed by the software companies without markup by CDM. Funding for the IMS Project has been budgeted during Fiscal Year(s) 2003 – 2005 in the utility enterprise funds in Public Works Department. Sufficient funds have been accrued to fund the project through completion in Fiscal Year 2006. Specifically, funding is available in:

Water Account	425.0410.000674	\$170,000
Sewer Account	425.0420.000674	\$170,000
Stormwater Account	427.0427.000674	\$313,900

The results of Phase I will provide the Public Works Department a fully functional CMMS operating in an unattached mode for the entire City, and modified plans, procedures and designs to allow for the following Phase(s) to integrate the CMMS to the GIS.

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**AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of June , 2005 between the City of Miami Beach ("OWNER") and
Camp Dresser & McKee Inc. ("ENGINEER").

OWNER intends to Citywide Infrastructure Management System (IMS) (the "Project").

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance or furnishing of professional engineering services by ENGINEER with respect to the Project and the payment for those services by OWNER as set forth below. Execution of this Agreement by ENGINEER and OWNER constitutes OWNER's written authorization to ENGINEER to proceed on the date first above written with the Basic Services described in Section 2 below and as further set forth in Exhibit A, "Further Description of Engineering Services and Related Matters" ("Exhibit A") and in the other exhibits listed in Section 9 below. This Agreement will become effective on the date first above written.

SECTION 1-GENERAL

1.1. Standard of Care.

ENGINEER shall perform for or furnish to OWNER professional engineering and related services in all phases of the Project to which this Agreement applies as hereinafter provided. ENGINEER shall serve as OWNER's professional and engineering representative for the Project providing professional engineering consultation and advice with respect thereto. ENGINEER may employ such ENGINEER's Subcontractors as ENGINEER deems necessary to assist in the performance or furnishing of professional engineering and related services hereunder. However, ENGINEER shall obtain the OWNER's prior approval before utilizing any subcontractors on the project. In addition, ENGINEER shall not be required to employ any OWNER's Subcontractors unacceptable to ENGINEER.

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

1.2. Definitions

Wherever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.2.1. Special Services.

Special Services means the services to be performed for or furnished to OWNER by ENGINEER described in Section 3 of this Agreement.

1.2.2. Agreement.

Agreement means this Standard Form of Agreement between OWNER and ENGINEER for Professional Services including those exhibits listed in Section 9 of this Agreement.

1.2.3. Basic Services.

Basic Services means the services to be performed for or furnished to OWNER by ENGINEER described in Section 2 of this Agreement.

1.2.4. *Engineer's Subcontractor.*

ENGINEER's Subcontractor means a person or entity having a contract with ENGINEER to perform or furnish Basic or Special Services as ENGINEER's independent professional subcontractor engaged directly on the Project.

1.2.5. *Reimbursable Expenses.*

Reimbursable Expenses means the expenses incurred directly in connection with the performance or furnishing of Basic and Special Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit A.

SECTION 2-BASIC SERVICES OF ENGINEER

Upon this Agreement becoming effective, ENGINEER shall provide the services as indicated and described in Exhibit A.

SECTION 3-ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services as agreed to by the parties. These services will be paid for by OWNER as agreed to in writing by the parties.

SECTION 4 - RESPONSIBILITIES

Except as otherwise provided in Exhibit A, OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER and shall bear all costs incident thereto:

- 4.1. Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.
- 4.2. Furnish to ENGINEER as requested by ENGINEER for performance of its Services all available information pertinent to the Project including previous reports and any other data relative to the Project. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all reports, data and other information furnished pursuant to this paragraph. ENGINEER may use such reports, data and information in performing or furnishing services under this Agreement.
- 4.3. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- 4.4. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.
- 4.5. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's services, or any defect or nonconformance in ENGINEER's services.
- 4.6. Furnish, or direct ENGINEER to provide Additional Services as stipulated in Section 3 of this Agreement.

SECTION 5-TIMES FOR RENDERING SERVICES

- 5.1. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

SECTION 6 - PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

6.1. Methods of Payment for Services and Expenses of Engineer

6.1.1. For Basic Services.

OWNER shall pay ENGINEER for Basic Services performed or furnished under Section 2 on the basis set forth in Exhibit A.

6.1.2. For Special Services

OWNER shall pay ENGINEER for Special Services performed or furnished under Section 3 on the basis set forth in Exhibit A.

6.1.3. For Reimbursable Expenses.

In addition to payments provided for in paragraphs 6.1.1 and 6.1.2, OWNER shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Subcontractors as set forth in Exhibit A. The amount payable for Reimbursable Expenses will include a factor to the extent so indicated in Exhibit A.

6.1.4. Tax on Services

The amount of any excise, VAT or gross receipts tax that may be imposed shall be added, if applicable, to the compensation as determined above.

6.2. Other Provisions Concerning Payments

6.2.1. Preparation of Invoices

Invoices for Basic and Special Services and Reimbursable Expenses will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER at least monthly. The amount billed for Basic Services and Special Services in each invoice will be calculated on the basis set forth in Exhibit A. Invoices are due and payable within 30-days of receipt.

6.2.2. Unpaid Invoices.

If OWNER, for any reason, including, failure to make payment due ENGINEER for services and expenses within forth five (45) days after receipt of ENGINEER's valid invoice, ENGINEER will be paid late fees pursuant to the Florida Prompt Payment Act.

SECTION 7 - GENERAL CONSIDERATIONS

7.1. Termination.

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof through no fault of the terminating party. In the event of any termination, ENGINEER will be paid for all services rendered to the date of termination.

7.2. Reuse of Documents.

All documents or material prepared or furnished by the ENGINEER (and ENGINEER's professional associates, subcontractors and consultants) pursuant to this Agreement shall be the property of OWNER. Any reuse of documents or materials without written verification or adaptation by ENGINEER for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to ENGINEER (or ENGINEER's professional associates, subcontractors and consultants). Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by ENGINEER and Owner. Notwithstanding any other provision of this Agreement, all of ENGINEER's pre-existing or proprietary information, documents, materials, computer programs, or software developed by ENGINEER outside of this Agreement shall remain the exclusive property of ENGINEER.

7.3. Controlling Law.

This Agreement is to be governed by the laws of the State of Florida, and any litigation shall be brought in a court located in the Miami-Dade County.

7.4. Successors and Assigns.

7.4.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 7.4.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.4.2. Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.4.3. Unless expressly provided otherwise in this Agreement:

7.4.3.1. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any Contractor, Subcontractor, Supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and ENGINEER.

7.4.3.2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

7.5. Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

7.6 Severability.

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed

stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

7.7. Insurance

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. The City shall be named as additional insured on the general liability and automobile liability insurance policies.

7.8. Discovery

ENGINEER shall be entitled to compensation on a time and materials basis when responding to all requests for discoveries relating to this Project and to the extent that ENGINEER is not a party to the lawsuit.

SECTION 8 - EXHIBITS AND SPECIAL PROVISIONS

8.1. This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

8.1.1. Exhibit A, "Further Description of Consulting and Related Matters," consisting of 14 pages

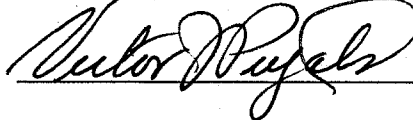
8.1.2. Exhibit B, Engineer's hourly rate schedule, consisting of one page.

This Agreement (consisting of Pages 1 to 6 inclusive, and the exhibits identified above) constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER

ENGINEER:



By: David Dermer
Title: Mayor
Date: June , 2005

By: Victor J. Pujals, P.E., DEE
Title: Vice President
Date: June 1 , 2005

Address for giving notices:

City of Miami Beach
City Managers Office
1700 Convention Center Dr.
Miami Beach, Florida 33139

Address for giving notices:

CDM
c/o Victor J. Pujals
800 Brickell Avenue, Suite 710
Miami, Florida 33131

Attest: City Clerk

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI BEACH AND CAMP DRESSER & MCKEE, INC.**

Service Order No. 1 for Professional Engineering

TO: Camp Dresser & McKee Inc.
800 Brickell Avenue, Suite 710
Miami, Florida 33131

DATE: June 1, 2005

Pursuant to the Agreement between City of Miami Beach and Camp Dresser & McKee Inc.
(Consultant) for Professional Services for City-wide Infrastructure Management System (IMS)
Project ("the Agreement"), you are directed to provide the following services:

Project Name: Phase I - Work Order Management Implementation
City of Miami Beach Infrastructure Management System (IMS)

Scope of Work: Attached as Exhibit A

Calendar days to complete this work: 150 days

Fee for this Service Order:

Subtotal Task 1.0 to 4-0. (Lump Sum) \$ 653,900

Total Service Order No.1 (Lump Sum) \$ 653,900

Basic Service X Additional Service X Reimbursable Expense X

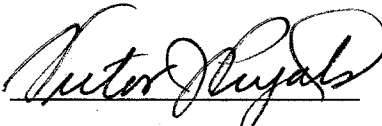
ACCEPTED:

City of Miami Beach

Camp Dresser & McKee Inc.

Fred H. Beckmann, P.E.
Director of Public Works

Date



Victor J. Pujals, P.E., DEE
Vice President

6/1/05

Date

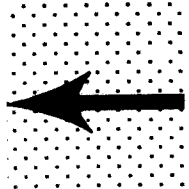


EXHIBIT A
FURTHER DESCRIPTION OF CONSULTING AND RELATED MATTERS
SCOPE OF WORK

PHASE I - WORK ORDER MANAGEMENT IMPLEMENTATION
CITY OF MIAMI BEACH INFRASTRUCTURE MANAGEMENT SYSTEM (IMS)

Introduction

The City of Miami Beach (OWNER) Department of Public Works (DPW) is creating an Infrastructure Management System (IMS) that will be implemented in phases across multiple years. The IMS system will include infrastructure Geographic Information System (GIS), service request and work order management within a Computerized Maintenance Management System (CMMS). The OWNER has selected Camp Dresser & McKee Inc. (ENGINEER) to provide the services outlined herein using the OWNER's normal procurement process.

The Phase I IMS startup elements will be performed for the OWNER's DPW Operations Division. The Operations Division is further defined as the following six infrastructure systems (Water, Sanitary Sewer, Stormwater, Streets, Street Lighting and Sanitation). These six infrastructure systems, for the purpose of this scope of services, will be referred to as NETWORKS. The Phase I IMS elements for the NETWORKS include:

- Procurement of integrated software,
- Design refinements to five of the six Geographic Information System (GIS) database models for the Operations Division,
- Implementing the applications software for asset management, service request management, and work order management in an unattached mode city-wide (unattached mode refers to Work Orders issued based on addresses; attached mode refers to Work Orders issued based on individual assets)

The results of Phase I will be a fully functional CMMS working in an unattached mode for the entire City, and modified plans, procedures and designs to allow for the following Phase(s) to link the CMMS and GIS for the OWNER's entire NETWORKS service areas.

Any additional field data conversion, software purchases or miscellaneous related services shall be addressed as additional service authorizations from the OWNER.

Scope of Services

The following Phase I tasks outline the activities that will be performed to startup the CMMS for the OWNER. The Phase I tasks will help refine any additions to the scope of effort desired by the OWNER for the remaining NETWORKS GIS data conversion effort (Phase II).

Task 1 Project Kick-Off and Project Management

The ENGINEER shall conduct a project kick-off meeting with key OWNER staff representatives. The kick-off meeting will provide an overview of the scope of services, establishment of key NETWORKS contacts, discussion of available data the OWNER shall be providing to the ENGINEER and overview the involvement of the OWNER staff throughout the project.

The ENGINEER shall prepare and provide a project schedule to the OWNER in Microsoft Project format. The project schedule and budget will be used by the ENGINEER and the OWNER's project managers to track the progress of the project on a monthly basis. The ENGINEER's project manager shall meet monthly with the OWNER's project manager to provide a status report on the project progress. This shall include the status of the project schedule and budget.

The ENGINEER shall establish a project specific e-ROOM web-site to be used by the OWNER and the ENGINEER for the transfer of data and digital file storage of key project information, including digital copies of the problem resolution process.

This task also includes additional meetings for Owner staff information purposes, provided to the Owner prior to the formal Notice to Proceed.

Task 2 Data Model Refinement / Design

The OWNER has expressed a desire to use an existing data model for five of the six NETWORKS models (Water, Sanitary Sewer, Stormwater, Streets, and Street Lighting). The ENGINEER recommends that the data models be refined to streamline the models to meet the exact current and anticipated needs of the OWNER. This task describes the activities that will result in an OWNER-specific IMS geodatabase design for each of the five NETWORKS that will not carry unwanted, unused information or functionality within the model. It is assumed that sanitations does not have any fixed assets, therefore a data model is not required for this network.

Task 2-1 Database Design/Data Modeling Workshops

The ENGINEER will coordinate and lead a Database Design/Data Modeling one-half day workshop. OWNER staff from each of the five NETWORKS will be invited. The goal of the workshop will be an educational and/or informational component to familiarize OWNER staff attendees with the following topics:

- ArcGIS geometric network (edges, junctions, features, objects);
- Geodatabase design specifics (features, classes, sub-types, domains, relationships);

- Basics of ArcGIS extensions (how and why to create custom code);
- Connectivity Rule basics.

The goal of the next series of NETWORKS half-day workshops (one per five NETWORK in consecutive days) is to define an ArcGIS (ArcInfo) Version 8.x (or 9.x) geodatabase object model design that will support the NETWORKS requirements. During these NETWORKS workshops, the ENGINEER and OWNER staff will work together to define the best-fit object model design for the OWNER. If possible, ENGINEER will start with the use of an existing ArcGIS standard model for the NETWORKS being modeled. Throughout the workshops, the ENGINEER will work with OWNER staff to compare the specific features and attributes of the standard design models to the OWNER's existing business practices. The goal of each of the NETWORKS workshop is to customize the ArcGIS model to fit the existing needs of the OWNER, as well as to explore possible future needs. Topics covered during the NETWORKS workshops will include the following:

- Use of ID numbers on features;
- Linking the Geodatabase to asset management/work management system;
- Linking the Geodatabase to hydraulic modeling software (if needed);
- Modeling facilities in detail vs. as simple junctions;
- Use of sub typing;
- Use of object relationships;
- Utilizing custom applications and class extensions;
- Various related topics, as time permits.

At the completion of the Database Design/Data Modeling Workshops, the ENGINEER will have the information necessary to produce a draft of the data model. The OWNER staff who attended the workshops should have a better understanding of the various concepts and processes that were presented.

Task 2-2 Develop Database Design/Data models

The ENGINEER will use the information from the Database Design/Data Modeling Workshop to develop a draft database design/data model for each of the five NETWORKS. The draft will include the required fields to integrate with the computerized maintenance management system (CMMS), e.g. Cityworks, the hydraulic models, and other key information systems identified during the workshop that are both practical and beneficial to the overall IMS.

Task 2-3 Submit Draft Database Design/Data Model

ENGINEER will deliver five draft copies of each of the NETWORKS draft geodatabase design data models to the OWNER's Project Manager for review and comments. The OWNER will review the drafts and develop questions, comments, and suggestions within ten business days.

Task 2-4 Draft Database Design/Data Model Review Session

The ENGINEER will coordinate and lead a Draft Database Design/Data Model Review Session. OWNER staff representing the NETWORKS will be invited to attend. The goal of this session is to solicit the OWNER's comments, discuss them, and develop a set of modifications to the Draft Database Design/Data Model that, after implemented, will result in the Final Draft Database Design/Data Model.

Task 2-5 Modify Draft Database Design/Data Model

The ENGINEER will use the results of the Draft Database Design/Data Model Review Session to further enhance each of the NETWORKS database models. One final draft version of the models will be produced and delivered to the OWNER's Project Manager within ten business days of receipt.

Task 2-6 Final Review of Draft Database Design/Data Model

The ENGINEER will facilitate a meeting of OWNER staff that includes at least one supervisor for each of the NETWORKS. The goal of the meeting will be to review the changes to the model and develop any final recommendations and obtain OWNER approval of the database models prior to the implementation of the Cityworks CMMS software.

Task 2-7 Finalize Database Design/Data Model

Based on comments from the OWNER's final review session, the ENGINEER will make any further changes that have been approved by the OWNER and finalize the Database Design/Data Model. This version of the model will be considered "final". The ENGINEER will then produce the NETWORKS geodatabases in preparation of the data conversion and software implementation tasks. The NETWORKS geodatabases will be used by the ENGINEER and delivered with the functionality of the CMMS implementations.

Task 3 Provide Software

The ENGINEER will provide licensed software to the OWNER directly of Azteca Cityworks and ESRI GIS software for the Phase I activities. The software will be loaded on adequate hardware supplied by the OWNER.

Task 3-1 Cityworks Software Procurement

The ENGINEER will provide twelve (12) complete licensed seats of the Cityworks software (requires ESRI software), 2 seats of Cityworks Storeroom software (does not require ESRI software) and 2 seats of Cityworks Call-Center software (does not require ESRI software) with documentation to the OWNER. The software will be licensed directly to the OWNER.

At the desktop, Cityworks will be implemented in a client/server environment. The ENGINEER will provide seven (7) ESRI ArcView 8.3 seats and one (1) license of ESRI ArcSDE for SQL Server for 1 server and up to 2 CPUs to house the geo-object relational models. The ENGINEER will provide the ESRI ArcSDE software initially

with 20 calcs. The ENGINEER requests that the OWNER provide a secure access (dial-up or VPN) for the ENGINEER into the OWNER's computer network, so that tasks related to this implementation and on-going support, such as software installation, software/ database configuration, general troubleshooting can be performed remotely.

The OWNER will provide one workstation computer for each Cityworks licensed software seat (total of ten workstations). Each workstation should be connected directly or through the OWNER's network connection to an OWNER supplied laser printer. The OWNER will provide one database computer server with Microsoft SQL Server Enterprise edition with a minimum of 40 calcs to house the databases and the ArcSDE software.

Task 3-2 Initial Load Software

The ENGINEER will load the Cityworks, ESRI ArcView, Microsoft SQL Server Enterprise, and ArcSDE software products on the OWNER provided hardware. The installation and coordination work designated to be performed for the following software:

1. Installation of 12 seats of Cityworks Desktop,
2. Installation of 2 seats of Cityworks Storeroom,
3. Installation of 2 seats of Cityworks call-center,
4. Installation of 7 seats of ESRI ArcView,
5. Installation of Microsoft SQL Server with test and production database instances,
6. Installation of ESRI ArcSDE for operations of the test and production databases.

Task 4 Plan and Configure Software

The ENGINEER will plan and configure the AZECTA Cityworks software products using a two step approach followed by a step three for Final Installation and Training. The two steps are:

- Step 1: Implementation Planning
- Step 2: Configuration

The intent is to setup and configure the IMS software to work in an intelligent manner using unattached mode, yet be easily used in attached mode with the assets once the GIS data conversion effort is completed for each Network.

Task 4-1 Step 1: Implementation Planning

Step 1 will confirm/plan the requirements for the IMS applications. Some of this task will done concurrent with our previously described task for installation of software and databases. While the baseline database installation could allow the OWNER to start using Cityworks in unattached mode after the initial installation of the software it would basically be operating in a non-intelligent method and not allow the full functionality of Cityworks to be realized (It would basically be a Work Request Tracker not a Work Order Management System). Although we do not highly recommend this type of use, this can be done to assist OWNER staff performing work

Task 4-1.2: Prepare Maintenance Solution for the OWNER

The following tasks will be performed to document the maintenance processes within the OWNER's organization. The OWNER will provide the ENGINEER with a representative for each of the NETWORKS who has a thorough understanding of these maintenance processes. It would be desirable that these staff also served as the main NETWORKS point of contacts for the ENGINEER throughout the course of this implementation.

Task 4-1.2.1: Identify and Document Maintenance Processes

Based on the findings from Task 4-1.1, the ENGINEER will provide an additional questionnaire for clarification to the OWNER's Project Manager, who will be responsible for distributing it to the NETWORKS representatives and collecting responses within 15 business days. The NETWORKS representatives will copy and distribute the questionnaire as needed within the NETWORKS users group and will later gather and submit the results to the ENGINEER. The ENGINEER will combine the results onto one copy of the questionnaire for each of the NETWORKS and return the results to the OWNER's Project Manager for review, changes and final approval.

The ENGINEER anticipates that the OWNER has in place both a request (reactive) and work order (preventive) driven process. From this questionnaire, the ENGINEER intends to identify the following:

- Work order or service request types
- Whether the work order or service request is preventive or reactive
- Work tasks for each work order type
- Employees and labor classifications in NETWORKS group
- Inventory (material) types
- Major equipment types
- Existing datasets (GIS and otherwise) used or slated to be used in the work order or service request process (OWNER will supply at a minimum a complete road centerline GIS shapefile that contains the street name and address range for each street segment)
- Samples of work order and service request printout forms

After reviewing the results of the questionnaires, the ENGINEER may conduct a series of meetings with representatives for each of the NETWORKS to refine the information to be input into the CMMS. These meetings will confirm the results of the Maintenance Process Questionnaires.

Task 4-1.2.2: Conduct a Maintenance Process Workshop to Identify and Validate Maintenance Processes

The ENGINEER will conduct a two to four hour long workshop for each of the NETWORKS with designated OWNER NETWORKS participants. The purpose of these workshops is to confirm the information gained through the Maintenance Process Questionnaire and understand the work and data flow in and out of the proposed system. Using that information, the ENGINEER and the OWNER's NETWORKS participants will identify the following:

- The hierarchy of work orders/service requests and their tasks
- The default time period for such tasks
- The default material, equipment and labor to be used
- The GIS activities that are used for this process

Task 4-2 Step 2: Configuration

After the successful planning of each Network, the ENGINEER will configure and test the initial Cityworks database and applications at the OWNER's facilities. The purpose of the initial Cityworks configuration is to test, prior to operational rollout, the applications and to confirm that the applications meet the requirements defined under Step 1.

The ENGINEER will configure the applications for baseline operational deployment. It is anticipated that much of the configuration activity performed will occur off-site. However, significant amounts of the configuration activity may occur on-site as well. For off-site activities, the ENGINEER requests secure outside access (telephone line dial-up or VPN) to the OWNER's system, so that tasks related to this implementation and on-going support, such as software installation, software/database configuration, and general troubleshooting can be performed remotely.

Task 4-2.1: Perform Cityworks Database Configurations and Onsite Review

The ENGINEER will configure (transferring knowledge of this process to the OWNER's staff) the Cityworks databases and applications (GIS and Work Management) on a server/computers supplied by the OWNER. In addition, specific modifications will be made by the ENGINEER to the existing geo-object and work management database tables. This is more specifically defined below:

Task 4-2.1.1: Configure Cityworks Database

Using the information gained from Step 1, the ENGINEER will implement modifications to the Cityworks CMMS database. The ENGINEER will work in cooperation with OWNER staff (knowledge transfer) to prepare this information for use within the Cityworks environment.

The Work Order and Service Requests printout forms will be configured as agreed to by the ENGINEER and the OWNER during Step 1, as provided by standard Cityworks configuration options.

Task 4-2.1.2: Onsite Review

Once the above databases have been installed and are operational, the ENGINEER will participate in a two to four hour long, on-site workshops for each of the NETWORKS to review the configuration. In an effort to minimize costs, the ENGINEER's goal is to provide the OWNER with the Cityworks database configured to the specifications derived from the questionnaire and the Step 1 planning effort. If other configuration issues exist, the ENGINEER can assist in addressing them during the individual workshops. The software as configured will allow for detailed work orders to be performed in unattached mode that is them easily attached to an asset in the GIS when the GIS is built.

Task 4-3 Step 3: Final Installation and Training

This step is to provide OWNER's staff with Cityworks and ESRI training. The ENGINEER will provide training and related training documents and data that will be required.

Task 4-3.1: Test Environment Installation

The ENGINEER will install ESRI and Cityworks software on one of the City's training room computes. The OWNER will help the ENGINEER install Cityworks and ESRI software on the remaining computers in the OWNER's training facility. The ENGINEER will test the computers in the training facility one day prior to training.

Task 4-3.2: ESRI Training

The ENGINEER will provide the following ESRI software training to OWNER staff:

- Quantity of 2 training sessions for Introduction to ArcGIS for ArcView and ArcInfo I – 2 day class at OWNER site - OWNER to supply training facility and equipment, up to ten students per each class,
- Quantity of 2 training sessions for Introduction to ArcGIS for ArcView and ArcInfo II – 3 day class at OWNER site - OWNER to supply training facility and equipment, up to ten students per each class,
- ArcSDE Administration for SQL Server – 5 day class at ESRI site – one OWNER student, and
- Building Geodatabases I – 3 day class at ESRI site – one OWNER student.

The ENGINEER will supply training materials for each student.

Task 4-3.3: Cityworks Training

The ENGINEER will provide two staff members for five consecutive business days of training to the OWNER's staff on the use of the unattached mode Cityworks software. The training will be conducted using ten OWNER supplied workstations configured with the OWNER's datasets. The ENGINEER will conduct the training. The ENGINEER will develop and provide training workshops that will accommodate up to ten users each. The following sessions will be provided:

- Day 1: GIS Interaction within Cityworks Service Request Generation and Processing
- Day 2: Service Request Generation and Processing Continued Work Order Generation and Processing
- Day 3: Work Order Generation and Processing Continued Inspections/Tests
- Day 4: Cityworks Administration
- Day 5: Practice Scenarios

The ENGINEER will train the OWNER staff in using Cityworks. The ENGINEER will provide on-site training and curriculum for the software modules and products supplied to the OWNER. The ENGINEER will supply training materials for each student.

Cityworks training is modular. Students need only to attend those sections that are relevant to the type of work that they are performing. The courses include relevant materials and sample data. Training is held in a classroom environment that will meet the following specifications:

- The OWNER will provide all computers used for training.
- The OWNER will provide the location and set-up (physical space) for training.
- The training area will be large enough to accommodate ten networked computers, ten students and an instructor with a table, computer, projector, and supporting materials. Prior to the training, the computers will be configured by ENGINEER with ArcGIS for ArcView, Cityworks software, and Relational Database Management System (RDBMS) software if necessary. The OWNER will supply and configure the computers with MS-Office 2000 or MS Office 2003. Computers must meet the minimum level requirements of Pentium processor, high-resolution 15"-inch monitor, with floppy and CD drives and either Windows 2000 Professional (preferred, but not required) or Windows XP. Processor @ 600 MHz, 256 MB RAM, 10 GB disk, 100 MB NIC.
- The training area will have available to the instructor a high-resolution projector that supports 1024x768 and a projection screen.

The OWNER will identify candidates for training based upon the following criteria:

- Each student currently participates in the Work Order or Service Request process.
- Students who participate in training will have advance basic personal computer (PC) literacy and ENGINEER supplied ArcGIS for ArcView training or related GIS experience.

Based on this process being replicated for each network the actual training would target the following quantities of OWNER staff. The street lighting and the sanitation networks will train at the same time.

The following sessions will be provided:

- **Day 1: GIS Interaction within Cityworks Service Request Generation and Processing**
 - Water Network** - 10-15 trainees (GIS staff, Call-Center Staff, Maintenance Staff, DPW management)
 - Sewer Network** - 10-15 trainees (GIS staff, Call-Center Staff, Maintenance Staff, DPW management)
 - Stormwater Network** - 10-15 trainees (GIS staff, Call-Center Staff, Maintenance Staff, DPW management)
 - Street (Pavement) Network** - 10-15 trainees (GIS staff, Call-Center Staff, Maintenance Staff, DPW management)
 - Street Light/Sanitation Network** - 10-15 trainees (GIS staff, Call-Center Staff, Maintenance Staff, DPW management)

■ **Day 2: Service Request Generation and Processing Continued Work Order Generation and Processing**

Water Network – 10 trainees (GIS staff, Maintenance Staff, DPW management)

Sewer Network – 10 trainees (GIS staff, Maintenance Staff, DPW management)

Stormwater Network – 10 trainees (GIS staff, Maintenance Staff, DPW management)

Street (Pavement) Network – 10 trainees (GIS staff, Maintenance Staff, DPW management)

Street Light/Sanitation Network – 10 trainees (GIS staff, Maintenance Staff, DPW management)

■ **Day 3: Work Order Generation and Processing Continued Inspections/Tests**

Water Network – 10 trainees (GIS staff, Maintenance Staff, DPW management)

Sewer Network – 10 trainees (GIS staff, Maintenance Staff, DPW management)

Stormwater Network – 10 trainees (GIS staff, Maintenance Staff, DPW management)

Street (Pavement) Network – 10 trainees (GIS staff, Maintenance Staff, DPW management)

Street Light/Sanitation Network – 10 trainees (GIS staff, Maintenance Staff, DPW management)

■ **Day 4: Practice Scenarios**

Water Network – 10-15 trainees (GIS staff, Call-Center Staff, Maintenance Staff, DPW management)

Sewer Network – 10-15 trainees (GIS staff, Call-Center Staff, Maintenance Staff, DPW management)

Stormwater Network – 10-15 trainees (GIS staff, Call-Center Staff, Maintenance Staff, DPW management)

Street (Pavement) Network – 10-15 trainees (GIS staff, Call-Center Staff, Maintenance Staff, DPW management)

Street Light/Sanitation Network – 10-15 trainees (GIS staff, Call-Center Staff, Maintenance Staff, DPW management)

■ **Day 5: Cityworks Administration**

One Time All Networks – 3-6 trainees (1 to 2 -GIS staff, 1 to 2-IT DBA, 1 to 2 DPW Management Designated IMS coordinators)

Each network – 1-2 hours per network for Network specific elements. 3-6 trainees (1 to 2 -GIS staff, 1 to 2-IT DBA, 1 to 2 DPW Management Designated IMS coordinators)

DATA OR ASSISTANCE TO BE PROVIDED BY OWNER

- A. Assign a Project Manager to represent the OWNER on this assignment and assign a representative for each of the NETWORKS as the point of contact for the NETWORKS
- B. Assist in the scheduling of necessary meetings and workshops during the execution of the work by the ENGINEER
- C. Providing all hardware and software in a timely manner to be used by the OWNERS staff during the project execution as detailed herein. This includes the following:
 - Ten computer workstations with printers (one per Cityworks licensed software), and with MS-Office 2000
 - Two computer systems with printers for the Cityworks Storeroom software,
 - Two computers with printers for the Cityworks Call-Center software, and
 - Database computer server with Microsoft SQL Server Enterprise edition with a minimum of 40 cal.
- D. Copy of OWNER's organization chart by Departments and a copy of the Public Works Department/Division organization chart
- E. Provide secure outside access (telephone line dial-up or VPN) to the ENGINEER for the OWNER's computer network system
- F. Provide training area and facilities including workstations that meet the requirements of Task 4-3.3

DELIVERABLES

- A. Draft data models for water, sanitary sewer, stormwater, streets, and street lighting systems
- B. Final data models for water, sanitary sewer, stormwater, streets, and street lighting systems
- C. Project schedule
- D. Twelve complete licenses of Cityworks software
- E. Two licensed seats of the Cityworks Storeroom (parts inventory) software
- F. Two licensed seats of the Cityworks Call-Center software
- G. Seven concurrent use licensed seats of ESRI ArcView 8.3 software

H. One ESRI ArcSDE for SQL Server for 1 server and up to 2 CPUs with 20 calcs

TIME OF COMPLETION

ENGINEER will commence work within two weeks of receipt by ENGINEER of written Notice to Proceed (NTP) and Standing Order Number. ENGINEER will complete Phase I within 150 calendar days from commencement in accordance with the project schedule, prepared under Task 1.

PAYMENT AND COMPENSATION

The total fee and basis for the above services based upon the scope of work presented in this Service Order and Attachment A is a Lump Sum amount of \$653,900 as summarized below:

<u>Component of Work</u>	<u>Amount</u>
Task 1.0 Project Kick-Off and Project Management	\$62,500
Task 2.0 Data Model Refinement/Design	\$55,200
Task 3.0 Provide Pilot Area Software	\$151,100
Task 4.0 Plan and Configure Software (Excluding Task 4-3.4)	\$385,081
Subtotal Task 1.0 to 4.0 - (Lump Sum)	<u>\$653,900</u>
Total Service Order No.1 (Task 1.0-4.0, Lump Sum)	\$653,900

The ENGINEER shall submit monthly invoices to the OWNER. Each invoice shall include a monthly written status report. Invoicing for the lump sum total of \$653,900 (Task 1.0 - 4.0) will be based in accordance to the percentage of the project complete.

Phase I - Initial Pilot Area Data Conversion and
Implementation Labor Breakdown
June 1, 2005

Attachment A

City of Miami Beach MS - Phase I													
CMMS													
Task Description													
	Client Officer	Senior Prof.	Senior GIS Analyst	Prof. I GIS Ana.	Jr. GIS Tech.	Clerical/ Admin.	Hours/task	Labor Cost/Task	OP	odcs	Total by Task		
	\$ 160.00	\$ 120.00	\$ 120.00	\$ 90.00	\$ 75.00	\$ 65.00							
1 Project Kickoff and Project Management													
1A	13	107	8	50	0	0	178	\$ 20,380	\$ -	\$ 2,133	\$ 62,385	\$ -	\$ -
1B	8	73	152	16	0	2	251	\$ 29,850	\$ 6,600	\$ 3,422	\$ 22,513	\$ -	\$ -
2 Data Model Refinement/Design													
2A	0	0	0	0	0	4	54	\$ 6,260	\$ 3,541	\$ 1,878	\$ 55,192	\$ -	\$ -
2B	0	0	50	0	0	4	54	\$ 6,260	\$ 3,541	\$ 1,878	\$ 11,679	\$ -	\$ -
2C	0	0	50	0	0	4	54	\$ 6,260	\$ 3,541	\$ 1,878	\$ 11,679	\$ -	\$ -
2D	0	0	50	0	0	4	54	\$ 6,260	\$ 3,541	\$ 1,878	\$ 11,679	\$ -	\$ -
2E	0	0	50	0	0	4	54	\$ 6,260	\$ 3,541	\$ 1,878	\$ 11,679	\$ -	\$ -
2F	0	0	30	0	0	3	33	\$ 3,795	\$ 3,541	\$ 1,139	\$ 8,475	\$ -	\$ -
2F	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3 Provide Pilot Area Software													
3.1.A	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ 151,127	\$ -	\$ -
3.1.B	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ 47,440	\$ -	\$ -
3.1.C	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ 9,990	\$ -	\$ -
3.1.D	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ 3,990	\$ -	\$ -
3.1.E	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.1.F	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ 22,090	\$ -	\$ -
3.1.G	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ 9,009	\$ -	\$ -
3.1.H	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ 27,025	\$ -	\$ -
3.2	2	10	57	0	0	2	71	\$ 8,490	\$ 15,120	\$ 1,274	\$ 6,700	\$ -	\$ -
4 Plan and Configure Software													
4.A	0	2	40	50	0	14	106	\$ 10,450	\$ 33,871	\$ 1,568	\$ 385,219	\$ -	\$ -
4.B	0	2	40	50	0	14	106	\$ 10,450	\$ 33,871	\$ 1,568	\$ 45,888	\$ -	\$ -
4.C	0	2	40	50	0	14	106	\$ 10,450	\$ 33,871	\$ 1,568	\$ 45,888	\$ -	\$ -
4.D	0	2	40	50	0	14	106	\$ 10,450	\$ 33,871	\$ 1,568	\$ 45,888	\$ -	\$ -
4.E	0	2	20	25	0	12	59	\$ 5,670	\$ 27,944	\$ 851	\$ 34,464	\$ -	\$ -
4.F	0	2	20	25	0	12	59	\$ 5,670	\$ 27,944	\$ 851	\$ 34,464	\$ -	\$ -
4.3.1	2	10	16	0	0	4	32	\$ 3,700	\$ -	\$ 555	\$ 4,255	\$ -	\$ -
4.3.2	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ 38,483	\$ -	\$ -
4.3.3	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ 90,000	\$ -	\$ -
HOUR TOTALS													
	25	212	663	316	0	107	1323	\$ 144,395	\$ 359,279	\$ 150,248	\$ 653,923	\$ -	\$ -
										Total Service Order		\$ 653,923	\$ -
										SAY ->		\$ 653,900	\$ -

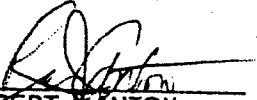
EXHIBIT B

SCHEDULE OF HOURLY BILLING RATES
COST GROUP II

<u>CATEGORIES</u>	<u>HOURLY RATES</u>
<u>PROFESSIONAL SERVICES:</u>	
OFFICER	\$ 160.00
PRINCIPAL / ASSOCIATE	\$ 140.00
SENIOR PROFESSIONAL	\$ 120.00
PROFESSIONAL II	\$ 105.00
PROFESSIONAL I	\$ 90.00
<u>PROFESSIONAL SUPPORT SERVICES</u>	
SENIOR SUPPORT SERVICES	\$ 90.00
STAFF SUPPORT SERVICES	\$ 75.00
<u>FIELD SERVICES</u>	
SENIOR PROFESSIONAL	\$ 85.00
PROFESSIONAL	\$ 65.00
<u>PROJECT SUPPORT SERVICES</u>	
PROJECT ADMINISTRATION	\$ 65.00

All subconsultant and other project related expenses are
subject to a minimum handling/administrative charge of 10%.

CERTIFIED BY:



ROBERT J. ANTON
CHIEF FINANCIAL OFFICER

RATES EFFECTIVE THROUGH JULY 2, 2005

RESOLUTION TO BE SUBMITTED

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY



Condensed Title:

A resolution approving the renewal of the National Pollutant Discharge Elimination System (NPDES) Interlocal Agreement between all parties to the NPDES permit no. FLS000003, for monitoring costs and shared storm sewer systems.

Issue:

Shall the Mayor and City Commission approve the renewal of the National Pollutant Discharge Elimination System (NPDES) Interlocal Agreement between all parties to NPDES permit no. FLS000003, for monitoring costs and shared storm sewer systems?

Item Summary/Recommendation:

In keeping with Federal mandates, specifically, the Environmental Protection Agency National Pollutant Discharge Elimination System (NPDES) permit regulations for stormwater discharges, the City of Miami Beach has entered into an interlocal agreement with Miami-Dade County as a co-permittee.


Attached is the new and amended Interlocal Agreement between all co-permittees named in the NPDES permit no. FLS000003 and Miami-Dade County. As in the prior agreement, the monitoring costs are based on the number of outfalls for each co-permittee, and attendant percentage of the total cost of monitoring by the County. The City of Miami Beach has 228 outfalls within the City, which is 5.2% of the 4,361 outfalls in Miami-Dade County. The current Interlocal Agreement will expire in November 2005. This proposed agreement will expire in November 2012.

The Administration recommends that the Mayor and City Commission approve the Resolution.

Advisory Board Recommendation:

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Financial Information:

Source of Funds:  Finance Dept.		Amount	Account	Approved
	1	n/a		
	2			
	3			
	4			
	Total			

City Clerk's Office Legislative Tracking:

Fred H. Beckmann- Jordanna Rubin

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		

AGENDA ITEM

C7J

DATE

6-8-05

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: June 8, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE RENEWAL OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) INTERLOCAL AGREEMENT BETWEEN ALL PARTIES TO NPDES PERMIT NO. FLS000003, FOR MONITORING COSTS AND SHARED STORM SEWER SYSTEMS.**

ADMINISTRATIVE RECOMMENDATION

Adopt the Resolution.

ANALYSIS

In keeping with Federal mandates, specifically, the Environmental Protection Agency National Pollutant Discharge Elimination System (NPDES) permit regulations for stormwater discharges, the City of Miami Beach has entered into an interlocal agreement with Miami-Dade County as a co-permittee.

The City of Miami Beach has 228 outfalls, which is 5.2% of the 4,361 outfalls in Miami Dade County. The current Interlocal Agreement will expire in November 2005. Attached is the new and amended Interlocal Agreement between all co-permittees named in the NPDES permit no. FLS000003 and Miami-Dade County. As in the prior agreement, the monitoring costs are based on the number of outfalls for each co-permittee, and attendant percentage of the total cost of monitoring by the County. This proposed agreement will expire in November 2012.

F:\WORK\ALL\JORDANNA RUBIN\NPDES\Commission renewal permit 2005\NPDES renewal memo.doc

NPDES Permit Fees

Year	Description	Amt
2003	NPDES Annual Monitoring Costs	\$26,550.00
2003	Surface water discharge surveillance regulatory prgoram	\$2,733.00

Year	Description	Amt
2004	NPDES Annual Monitoring Costs	\$26,550.00
2004	Surface water discharge surveillance regulatory prgoram	\$2,733.00

Year	Description	Amt
2005	NPDES Annual Monitoring Costs	\$26,550.00
2005	Surface water discharge surveillance regulatory prgoram	\$2,733.00

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE RENEWAL OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) INTERLOCAL AGREEMENTS BETWEEN MIAMI-DADE COUNTY AND ALL CO-PERMITTEES NAMED IN NPDES PERMIT NO. FLS000003, FOR MONITORING COSTS AND SHARED STORM SEWER SYSTEMS.

WHEREAS, the Environmental Protection Agency (EPA) NPDES permit regulates stormwater discharges; and

WHEREAS, the City of Miami Beach has 228 outfalls within the City and has entered into an interlocal agreement with Miami-Dade County as a co-permittee; and

WHEREAS, the current interlocal agreement expires in November 2005; and

WHEREAS, it is the intent of the County and City, through this agreement, to continue previously established relationships and responsibilities for planning, control, operation, construction, maintenance repair, and enhancement of stormwater systems located within the limits of the City.

NOW THEREFORE BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve the renewal of the National Pollutant Discharge Elimination System (NPDES) Interlocal Agreement between Miami-Dade County and all Co-Permittees named in NPDES Permit No. FLS000003 for monitoring costs and shared storm sewer systems, and authorize the City Manager and City Clerk to execute the agreement substantially in the form attached.

PASSED AND ADOPTED this _____ day of _____, 2005.

ATTEST:

CITY CLERK

MAYOR

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

T:\AGENDA\2005\Jun0805\Consent\NPDES renewal Reso.doc


City Attorney  6-3-05
Date

**INTERLOCAL AGREEMENT BETWEEN CO-PERMITTEES
NAMED IN NATIONAL POLLUTANT DISCHARGE
ELIMINATION SYSTEM PERMIT NO. FLS000003 AND
MIAMI-DADE COUNTY PROVIDING FOR PERFORMANCE
OF PROFESSIONAL SERVICES AND BETWEEN ALL CO-
PERMITTEES PROVIDING FOR CONTROL OF POLLUTANT
DISCHARGES BETWEEN SHARED MUNICIPAL SEPARATE
STORM SEWER SYSTEMS**

This Interlocal Agreement ("Agreement") is made and entered into this day of November ____, 2005, by and between all **CO-PERMITTEES** named in Permit No. FLS000003, Authorization to Discharge under the National Pollutant Discharge Elimination System. This Agreement provides for control of discharges from any and all municipal separate storm sewer systems that may be shared by any of the parties to this Agreement, as required by the State of Florida Department of Environmental Protection (hereinafter referred to as FDEP) pursuant to Section 403.0885, Florida Statutes, and Rule 62-624, Florida Administrative Code, and the Environmental Protection Agency (hereinafter referred to as the "EPA") National Pollutant Discharge Elimination System (hereinafter referred to as "NPDES") Permit Regulations for Storm Water Discharges Final Rule [hereinafter referred to as ("NPDES Final Rule")]. This Agreement further provides for the professional services required to accomplish the tasks set forth in the NPDES Final Rule and the NPDES MS4 Operating Permit that may be initiated and performed on behalf of both the **CO-PERMITTEES** and the **COUNTY**.

Section I
Definitions

For purposes of this Agreement, the following terms shall apply:

AGREEMENT shall mean this document, including any written amendments thereto, and other written documents or parts thereof which are expressly incorporated herein by reference.

CO-PERMITTEE or CO-PERMITTEES shall mean the following municipalities and agencies named in NPDES Permit No. FLS000003 as Co-Permittees: Miami-Dade County, Town of Bay Harbor Islands, Bal Harbour Village, City of Coral Gables, Indian Creek Village, City of North Bay Village, City of Miami Beach, City of North Miami Beach, Miami Shores Village, City of North Miami, Town of Golden Beach, Village of El Portal, City of Aventura, City of Sunny Isles Beach, Town of Surfside, City of West Miami, City of South Miami, City of Homestead, City of Opa-Locka, Village of Pinecrest, Town of Medley, City of Miami Springs, Village of Key Biscayne, City of Hialeah Gardens, Town of Miami Lakes, Florida Department of Transportation District VI, Florida Department of Transportation Turnpike District, and the Miami-Dade County Expressway Authority.

COUNTY shall mean Miami-Dade County

FORCE MAJEURE shall mean an act of God, epidemic, lightning, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights or obligations under this Agreement.

MS4 shall mean municipal separate storm sewer system, as set forth in 40C.F.R.122.26.

In all other instances, terms used in this Agreement shall have the definitions contained in the EPA NPDES Final Rule 40 CFR Parts 122, 123 and 124.

Section II Term of Agreement

The term of this Agreement shall commence upon the final date of execution by all **CO-PERMITTEES**, and shall expire on November 16, 2012.

Section III Scope of Work

The parties hereto agree that the EPA is requiring as part of the NPDES MS4 Operating Permit the sampling, monitoring, and analysis of a variety of storm sewer systems throughout Miami-Dade County. The parties hereby agree that the monitoring costs attributable to this operating permit shall be the joint responsibility of all parties hereto, and shall be based on a percentage rate obtained by dividing the number of outfalls which drain to United States bodies of water existing in the geographical boundaries of each **CO-PERMITTEE** by the total number of outfalls existing within the geographic boundaries of all **CO-PERMITTEES**.

Furthermore, 40 CFR 122.26(d)(2)(i)(D) requires control of pollutants through interlocal agreements, making each NPDES **CO-PERMITTEE** responsible for discharges from their MS4 to the MS4 of another NPDES **CO-PERMITTEE** or to the waters of the United States. This Agreement sets forth the agreement of the **CO-PERMITTEES** and the **COUNTY** and between all of the **CO-PERMITTEES** with respect to shared responsibilities in the identification and control of discharges from one MS4 to another.

Section IV COUNTY's Obligations

1. Compliance with NPDES MS4 Operating Permit The **COUNTY** shall perform monitoring and sampling activities as required in Miami-Dade County's NPDES MS4 Operating Permit.
2. Permits The **COUNTY** shall obtain all applicable federal, state and local permits and approvals (with the exception of permits and approvals required by **CO-PERMITTEES**, if any, which shall be obtained by the respective **CO-PERMITTEE**), which are required to perform activities under the NPDES MS4 Operating Permit.
3. Report The **COUNTY** shall provide the **CO-PERMITTEES** with a report with the results of the monitoring and sampling activities required under the NPDES Operating Permit.
4. Notice of COUNTY Meeting The **COUNTY** shall provide the **CO-PERMITTEES** with oral or written notice of all regular meetings held by **COUNTY** staff for the purpose of reviewing the compliance status with the NPDES MS4 Operating Permit.

Section V
CO-PERMITTEES' Obligations

1. Prevention of Theft of COUNTY Equipment The CO-PERMITTEES shall take reasonable steps to prevent theft or vandalism of COUNTY equipment located within the CO-PERMITTEE'S geographic boundary. The CO-PERMITTEES agree that such equipment may be placed within each CO-PERMITTEE'S geographic boundary for extended periods of time, as necessary to complete the sampling and monitoring tasks contemplated by this Agreement and the NPDES MS4 Operating Permit.
2. Compensation Not later than ten (10) days after the date of execution of this Agreement by all CO-PERMITTEES, each Co-Permittee shall pay to the COUNTY its proportional share of the payment due for monitoring activities set forth in this Agreement and as set forth in Attachment "A" herein. The annual cost, in accordance with the schedule of payments set forth in Attachment "A" herein, shall be due on the anniversary date of execution of this Agreement for each year the NPDES MS4 Operating Permit is in force and effect. Failure to pay the agreed-upon costs to COUNTY in accordance with this Agreement shall be deemed default by the CO-PERMITTEE that fails to pay pursuant to this Agreement.
3. Access The CO-PERMITTEES shall provide the COUNTY with reasonable access at all times as necessary to perform the sampling and monitoring required by this Agreement of any storm sewer systems which may be located within the CO-PERMITTEE'S geographic boundary.

Section VI
Indemnification

The CO-PERMITTEE shall indemnify and hold harmless the COUNTY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the COUNTY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CO-PERMITTEE or its employees, agents, servants, partners, principals or subcontractors. The CO-PERMITTEE shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgements and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Fla Stat., subject to the provisions of that Statute whereby the CO-PERMITTEE shall not be held liable to pay a personal injury or property damage claim or judgement by any one person which exceeds the sum of \$100,000, or any claim or judgement or portions thereof, which, when totaled with all other claims or judgement paid by the CO-PERMITTEE arising out of the same incident or occurrence, exceed the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the CO-PERMITTEE.

The COUNTY shall indemnify and hold harmless the CO-PERMITTEE and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the CO-PERMITTEE or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the COUNTY or its employees, agents, servants, partners, principals or subcontractors. The COUNTY shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CO-

PERMITTEE, where applicable, including appellate proceedings, and shall pay all costs, judgements and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Fla Stat., subject to the provisions of that Statute whereby the **COUNTY** shall not be held liable to pay a personal injury or property damage claim or judgement by any one person which exceeds the sum of \$100,000, or any claim or judgement or portions thereof, which, when totaled with all other claims or judgement paid by the **COUNTY** arising out of the same incident or occurrence, exceed the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the **COUNTY**.

Section VII **County Event of Default**

Without limitation, the failure by the **COUNTY** to substantially fulfill any of its material obligations in accordance with this Agreement, unless justified by Force Majeure, shall constitute a "**COUNTY** event of Default".

If a **COUNTY** event of default should occur, the **CO-PERMITTEE** shall have all of the following rights and remedies which it may exercise singly or in combination:

1. The right to declare that this Agreement together with all rights granted to **COUNTY** hereunder are terminated, effective upon such date as is designated by the **CO-PERMITTEE**;
2. Any and all rights provided under federal laws and the laws of the State of Florida.

Section VIII **Co-Permittee Event of Default**

Without limitation, the failure by the **CO-PERMITTEE** to substantially fulfill any of its material obligations in accordance with this Agreement, unless justified by Force Majeure, shall constitute a "**CO-PERMITTEE** Event of Default".

If a **CO-PERMITTEE** Event of Default should occur, the **COUNTY** shall have all of the following rights and remedies which it may exercise singularly or in combination:

1. The right to declare that this Agreement together with all rights granted to **CO-PERMITTEE** hereunder are terminated, effective upon such date as is designated by the **COUNTY**;
2. Any and all rights provided under federal laws and the laws of the State of Florida.

Section IX
General Provisions

1. **Authorization to Represent the CO-PERMITTEE in NPDES MS4 Operating Permit** The CO-PERMITTEE hereby authorizes the COUNTY to act on its behalf only with respect to: monitoring and sampling portions of the NPDES MS4 Operating Permit; and compliance with requirements of those monitoring and sampling portions under the NPDES MS4 Operating Permit.
2. **Attendance at COUNTY Permit Review Meetings.** The CO-PERMITTEE may, but is not required to, attend any or all regular meetings held by COUNTY staff for the purpose of reviewing the status of the NPDES MS4 Operating Permit.
3. **Responsibility for Discharges** The CO-PERMITTEES shall each be responsible for the control, investigation of and remedial activities relating to discharges of pollutants from within their respective MS4 or boundaries to the municipal separate storm sewer system of another NPDES MS4 CO-PERMITTEE, pursuant to the requirements of 40CFR 122.26(d)(2)(i)(D).
4. **Identification of Discharges** Both the CO-PERMITTEE whose stormwater system generates a pollutant discharge that impacts another CO-PERMITTEE'S system and the impacted CO-PERMITTEE agree to cooperate by providing the staff and equipment necessary to identify the source of pollutant discharges emanating from the separate storm sewer system of one CO-PERMITTEE to the separate storm sewer system of another CO-PERMITTEE.
5. **Notification** When pollutant discharges to a shared separate storm sewer system are discovered, the CO-PERMITTEES, or COUNTY, or any of the foregoing, as applicable, which are the source of the discharge(s) agree to report said discharges to the other affected parties sharing the particular MS4. The COUNTY shall assist, as needed, in any investigation and identification of a source of the discharge. If the COUNTY discovers a discharge in the separate storm sewer system of a CO-PERMITTEE or the COUNTY, the COUNTY will investigate the source of the discharge and report its findings to the affected NPDES CO-PERMITTEES. When an investigation specifically identifies an NPDES CO-PERMITTEE as the source of a pollutant discharge, that CO-PERMITTEE shall be responsible for ceasing the discharge and remediating the effects of the discharge by restoring the affected MS4 in accordance with applicable standards.
6. **Dispute Resolution** when the parties sharing a MS4 cannot agree on the source of a discharge to their shared MS4, the State of Florida Department of Environmental Protection, Bureau of Watershed Management, shall be the final arbiter in determining jurisdiction and responsibility for cessation of discharge, remediation, and final resolution.
7. **Termination** Each party may terminate that particular party's participation in this Agreement without cause by providing sixty (60) days prior written notice of termination to the other parties to this Agreement. CO-PERMITTEES shall be entitled to reimbursement of monies paid to the COUNTY only in the event of termination for cause by the CO-PERMITTEE, or termination without cause by the COUNTY, and the CO-PERMITTEE shall then be entitled to such reimbursement only to the

extent that services providing information useful to the NPDES MS4 Permit have not been rendered by the COUNTY. Upon termination by any party, the NPDES MS4 Operating Permit status of that party shall be the sole responsibility of that party.

8. **Entire Agreement; Prior Agreements Superseded; Amendment to Agreement** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by the parties hereto or their representatives.
9. **Headings** Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.
10. **Notices and Approval** Notices and approvals required or contemplated by this Agreement shall be written and personally served or mailed, registered or certified United States mail, with return receipt requested, addressed to the parties as follows:

To County:

Miami-Dade County Department of Environmental
Resources Management
33 S.W. 2 Ave, Suite 1200 Miami, Florida 33130
Attn: Department Director 305/372-6789

To Co-Permittee:

Attn: _____

305/ _____

11. **Performance by Parties** Except as otherwise provided in this Agreement, in the event of any dispute arising over the provisions of this Agreement, the parties shall proceed with the timely performance of their obligations during the pendency of any legal or other similar proceedings to resolve such dispute.

12. **Rights of Others** Nothing in the Agreement express or implied is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this Agreement.
13. **Time is of Essence** It is mutually agreed that time is of the essence in the performance of all terms and conditions to be met and performed pursuant to this Agreement.
14. **Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the United States. The **COUNTY** and the **CO-PERMITTEE** agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.
15. **Severability** The invalidity of one or more of the phrases, sentences, clauses, or Sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement, provided the material purposes of this Agreement can be determined and effectuated.
16. **Waiver** There shall be no waiver of any right related to this Agreement unless in writing signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this Agreement.

Section X
Execution in Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County manager or his designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and the City of _____, Florida has caused this Agreement to be executed in its name by the Town Mayor or his designee, attested by the Clerk of the Town Council and has caused the seal of the Council to be hereto attached, all on the day and year first written above.

MIAMI-DADE COUNTY,
FLORIDA, BY ITS BOARD OF
COUNTY COMMISSIONERS Attest:

By: _____
Clerk of the Board

By: _____
County Manager

Clerk of the _____

City of _____, FLORIDA
BY ITS COUNCIL attest:

By: _____
Clerk

By: _____
City Mayor

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY



Condensed Title:

Setting of Public Hearing – Pursuant to Miami Beach City Code Section 118-262, to review an appeal by Miami Beach Hotel Investors, LLC (effected entity), petitioner of an order of the Design Review Board requested by Hotelarama Associates, LTD, pertaining to DRB File No. 17369, which extended the time to obtain a Building Permit for a previously approved project.

Issue:

Pursuant to Miami Beach City Code Section 118-262, the Administration is requesting that the Mayor and City Commission schedule a public hearing for July 6, 2005.

Item Summary/Recommendation:

Pursuant to Miami Beach City Code Section 118-262, adopt the resolution scheduling a public hearing on July 6, 2005.

The transcript and accompanying brief are being copied and will be transmitted via LTC on Thursday, June 9, 2005.

Advisory Board Recommendation:

The subject project was reviewed by the Design Review Board on April 19, 2005.

Financial Information:

Source of Funds:		Amount	Account	Approved
<div><div></div><div>Finance Dept.</div></div>	1	n/a		
	2			
	3			
	4			
	Total			

City Clerk's Office Legislative Tracking:

R. Parcher

Sign-Offs:

Department Director	Assistant City Manager	City Manager
<i>R.P.</i>		<i>Jag</i>

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AGENDA ITEM C7K
DATE 6-8-05

CITY OF MIAMI BEACH

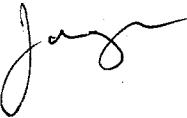
CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: June 8, 2005

From: Jorge M. Gonzalez
City Manager 

Subject: **A RESOLUTION SETTING A PUBLIC HEARING PURSUANT TO MIAMI BEACH CITY CODE SECTION 118-262, TO REVIEW AN APPEAL BY MIAMI BEACH HOTEL INVESTORS, LLC (EFFECTED ENTITY), PETITIONER OF AN ORDER OF THE DESIGN REVIEW BOARD REQUESTED BY HOTELARAMA ASSOCIATES, LTD, PERTAINING TO DRB FILE NO. 17369, WHICH EXTENDED THE TIME TO OBTAIN A BUILDING PERMIT FOR A PREVIOUSLY APPROVED PROJECT.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution setting the public hearing.

ANALYSIS

On May 16, 2005, Mr. Kent Harrison Robbins, Attorney for Miami Beach Hotel Investors, LLC (affected entity), submitted a request Pursuant to Section 118-262 of the Miami Beach Code requesting to review an appeal by Miami Beach Hotel Investors, LLC, petitioner of an order of the Design Review Board requested by Hotelarama Associates, LTD, pertaining to DRB File No. 17369, which extended the time to obtain a Building Permit for a previously approved project.

The Design Review Section of the Miami Beach Code allows the applicant, the city manager, or an affected person to seek "review" of any Design Review Board Order by the City Commission.

Pursuant to Section 118-262 of the Miami Beach Code, the review by the City Commission is not a "de novo" hearing. It must be based upon the record of the hearing before the Design Review Board. Furthermore, Section 118-262 (b) states the following:

In order to reverse, or remand for amendment, modification or rehearing any decision of the Design Review Board, the City Commission shall find that the Design Review Board did not do one of the following:

- 1) provide procedural due process
- 2) observe essential requirements of law, or
- 3) base its decision upon substantial, competent evidence.

In order to reverse or remand a decision of the DRB, a 5/7th vote of the City Commission is required.

CONCLUSION

Pursuant to Section 118-262 of the Miami Beach Code, the Administration recommends that the City Commission set a public hearing on July 6, 2005 to review a decision of the Design Review Board pertaining to DRB file No. 17369.

The transcript and accompanying brief are being copied and will be transmitted via LTC on Thursday, June 9, 2005.

12 P
JMG/REP

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DESIGN REVIEW BOARD
City of Miami Beach, Florida

MEETING DATE: April 19, 2005

IN RE: The Application for a six (6) month Extension of Time to obtain a Full Building Permit for a previously issued Design Review Approval for the construction of a new 18-story hotel tower.

FILE NO: 17369

PROPERTY: 4441 Collins Avenue – Fontainebleau III

ORDER

The applicant, Hotelerama Associates, Ltd., filed a request with the City of Miami Beach Planning Department for an Extension of Time to obtain a Building Permit for a previously issued Design Review Approval.

The City of Miami Beach's Design Review Board makes the following FINDING OF FACT, based upon the evidence, information, testimony and materials presented at the public hearing and which are part of the record for this matter:

The applicant submitted information establishing, among other things, that there were delays encountered in the permitting process. The foregoing constitutes good cause for granting a six (6) month extension of time to the requirement that a Full Building Permit be obtained within eighteen (18) months of the original Design Review Approval.

IT IS HEREBY ORDERED, based upon the foregoing finding of fact and the staff report and analysis, which is adopted herein, including the recommendation, that a six (6) month extension of time to obtain a full building permit (which six [6] month period shall run from the expiration date of the original approval, which is May 18, 2005) is granted for the above-referenced project conditioned upon the following, to which the applicant has agreed:

1. A full building permit, not a foundation or shell permit, for the project shall be obtained by November 18, 2005.
2. Construction shall commence and continue in accordance with the applicable Building Code.
3. The Final Order is not severable, and if any provision or condition hereof is held void or unconstitutional in a final decision by a court of competent jurisdiction, the order shall be returned to the Board for reconsideration as to whether the order meets the criteria for approval absent the stricken provision or condition, and/or it is appropriate to modify the remaining conditions or impose new conditions.

No building permit may be issued unless and until all conditions of approval as set forth in this Order and the Order for the November 18, 2003 approval have been met. The issuance of Design Review Approval does not relieve the applicant from obtaining all other required Municipal, County and/or

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Page 2 of 2
DRB File: 17369
Meeting Date: April 19, 2005

State reviews and permits, including zoning approval. If adequate handicapped access is not provided, this approval does not mean that such handicapped access is not required or that the Board supports an applicant's effort to seek waivers relating to handicapped accessibility requirements.

When requesting a building permit, three (3) sets of the plans approved by the Board, modified in accordance with the conditions set forth in this Order and the Final Order for the November 18, 2003 meeting, shall be submitted to the Planning Department. If all of the above-specified conditions are satisfactorily addressed, the plans will be reviewed for building permit approval. Two (2) sets will be returned to you for submission for a building permit and one (1) set will be retained for the Design Review Board's file. If the Full Building Permit is not issued by November 18, 2005, and construction does not commence and continue in accordance with the applicable Building Code, the approval will expire and become null and void.

Dated this 5 day of May, 2005.

DESIGN REVIEW BOARD
THE CITY OF MIAMI BEACH, FLORIDA

BY: Thomas R. Mooney
THOMAS R. MOONEY, AICP
DESIGN AND PRESERVATION MANAGER
FOR THE CHAIR

Approved As To Form:

Legal Department: gheled (5-4-05)

Filed with the Clerk of the Design Review Board on 5/6/05 (✓)

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Post-It* Fax Note	7671	Date	# of pages
To		From	CHUCK TART
Co./Dept.		Co.	
Phone #		Phone #	673-2530
Fax #	531-0150	Fax #	

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KENT HARRISON ROBBINS

ATTORNEY AT LAW
1224 WASHINGTON AVENUE
MIAMI BEACH, FL 33139

UNION PLANTERS BANK
1601 WASHINGTON AVE.
MIAMI BEACH, FL 33139

63-841/670

3300

5/16/2005

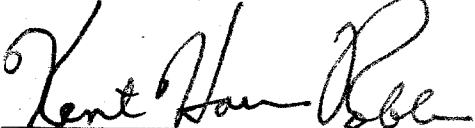
PAY
TO THE
ORDER OF

City Of Miami Beach

\$ **250.00

Two Hundred Fifty and 00/100***** DOLLARS

City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL 33139


AUTHORIZED SIGNATURE

MEMO

Filing for Appeal of DRB Decision - Hotelerama

⑈003300⑈ ⑆067008414⑆ ⑈0400006960⑈

KENT HARRISON ROBBINS ATTORNEY AT LAW

3300

City Of Miami Beach

5/16/2005

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
05/16/2005	Bill		250.00	250.00		250.00
				Check Amount		250.00

Law Operating Checking Filing for Appeal of DRB Decision - Hotelerama

250.00

RESOLUTION TO BE SUBMITTED

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution Authorizing The Issuance Of A Request For Proposals (RFP) For The Design, Installation, On-Going Servicing And Maintenance Of A Citywide Holiday Decorations Program.

Issue:

Shall the City Commission Adopt the Resolution?

Item Summary/Recommendation:

The current holiday decorations contract expires this year and the Administration desires to explore expanding the program.

An expanded scope of service beyond the current service agreement will provide staff and the Commission with flexibility in the contract for site selection, program growth, cost negotiation and maintenance/inspection issues. The overall program will address the goal of installing holiday decorations and lighting displays which are unique to the City of Miami Beach. The City will evaluate potential sites that when decorated would have substantial impact on a large number of our residents, tourists and day visitors. These areas could include but not be limited to the following sites:

- Major entry points to the City (5th Street, 41st Street, 71st Street);
- Feature sites - North Shore Park Youth Center, Scott Rakow Youth Center and City Hall;
- Sites that were decorated in past years including Alton Rd at 5th Street, 5th Street between Alton Road and Ocean Drive, Ocean Drive from 5th Street to 15th Street, Washington Avenue from 5th Street to Lincoln Road, Lincoln Road Mall, Collins Avenue from 39th Street to 58th Street, Collins Avenue from 61st Street to 76th Street, Normandy Fountain Area - 71st Street, and 41st Street.

The Administration recommends adopting the Resolution.

Advisory Board Recommendation:

N/A.

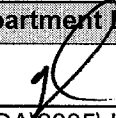
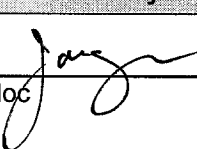
Financial Information:

Source of Funds:		Amount	Account	Approved
<div style="border: 1px solid black; width: 50px; height: 50px; margin: 0 auto;"></div> Finance Dept.	1			
	2			
	3			
	4			
	Total			

City Clerk's Office Legislative Tracking:

Kevin Smith

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		

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AGENDA ITEM

C7L

DATE

6-8-05

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: June 8, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR THE DESIGN, INSTALLATION, ON-GOING SERVICING AND MAINTENANCE OF A CITYWIDE HOLIDAY DECORATIONS PROGRAM FOR AN INITIAL PERIOD OF THREE (3) YEARS AND TWO (2) ONE YEAR RENEWAL PERIODS AT THE SOLE DISCRETION OF THE CITY.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The City's existing contract to provide holiday lighting installation and service, Bid No.32-01/02 expires on November 23, 2005. The contract addresses holiday decorations/lighting at the following areas: Alton Road at 5th Street, 5th Street between Alton Road and Ocean Drive, Ocean Drive from 5th Street to 15th Street, Washington Avenue from 5th Street to Lincoln Road, Lincoln Road Mall, Collins Avenue from 39th Street to 58th Street, Collins Avenue from 61st Street to 76th Street, Normandy Fountain Area - 71st Street, and 41st Street. The current budget allocated for this contract is \$ 150,000 annually.

In the last two (2) years, the City has experienced difficulty in some corridors with power supply from the County controlled light poles that have limited the holiday lighting effort. In addition, concerns have been raised by the community as to the overall program.

The expiration of the current holiday decorations contract provides an opportunity to explore the current program as well as to expand the program.

The expanded scope of service will provide staff with flexibility in the contract for site selection, program growth, cost negotiation and maintenance/inspection issues. The overall program will address the goal of installing holiday decorations and lighting displays which are unique to the City of Miami Beach.

Additionally, the RFP process will allow for a determination of the best overall interest of the City of Miami Beach based on the following scope of services:

The work specified in this section consists of furnishing all labor, machinery, tools, means of transportation, supplies, equipment, materials, services and all incidentals necessary to provide complete Holiday Decorations as specified herein. It is the goal of the City to establish a holiday decorations program that will encompass the following objectives:

- Evaluate potential sites identified by the City that when decorated would have substantial impact on a large number of our residents, tourists and day visitors. These areas could include but not be limited to the following sites:

- Major entry points to the City (5th Street, 41st Street, 71st Street).
- Feature sites - North Shore Park Youth Center, Scott Rakow Youth Center and City Hall.
- Sites that were decorated in past years including Alton Road at 5th Street, 5th Street between Alton Road and Ocean Drive, Ocean Drive from 5th Street to 15th Street, Washington Avenue from 5th Street to Lincoln Road, Lincoln Road Mall, Collins Avenue from 39th Street to 58th Street, Collins Avenue from 61st Street to 76th Street, Normandy Fountain Area-71st Street, and 41st Street.

Planning consideration should also be given for additional lighting at each site or at additional sites in future years.

- Based on the site evaluations design/ develop individual non-sectarian holiday decorations concepts for the sites selected. Concepts should represent scenarios based on annual citywide budgets of \$200,000, \$500,000, \$700,000 and \$1 million.

- Plan should include and address all electrical power needed to service the decorations. A twenty four (24) hour dedicated contact with an expected maintenance response time will be required.

- Contractor will be responsible for the installation, inspection and on-going servicing of all decoration during the season (Mid-November – early January with actual dates to be determined by the City annually), annual maintenance (including replacement of lamps), removal, and storage of the Holiday Decorations during a three (3) year lease period. At the end of the three (3) year lease period, the Holiday Decorations will become property of the City of Miami Beach.

Contractor shall inspect the City's current holiday lighting inventory and repair all usable City owned fixtures, decorations, materials, etc. before the City begins ordering/purchasing additional holiday decorations.

Minimum Experience/ Qualification Requirements: Prospective firms must have a minimum of three (3) years experience in the design, installation and maintenance of Holiday Decorations and submit a minimum of four separate completed projects, of \$50,000.00 or more for a Scope of Work similar to the one specified above. The Contractor must be a State of Florida Certified Electrical Contractor and an Electrical permit must be obtained from the City of Miami Beach Building / Electrical Department, and present any other required licenses in order to obtain all required permits for the completion of this Project.

An Evaluation Committee (the "Committee"), appointed by the City Manager, shall meet to evaluate each proposal in accordance with the requirements of the RFP. The Committee shall base its recommendations on the following weighted factors:

- a. Creativity/ quality of design concepts and proposed decorations – 40 points;
- b. Best value of decorations to the City – 20 points;
- c. Ability, capacity and skill of the bidder to provide the services – 20 points;
- d. Character, integrity, reputation, judgment, experience and efficiency of the bidder – 10 points; and
- e. Past experience and proven quality of performance on previous contracts for similar services – 10 points;

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals, re-advertise the RFQ; postpone or cancel, at any time, the RFQ process.

CONCLUSION

The Administration recommends the issuance of this Request for Proposals (RFP) for a Citywide Holiday Decorations Program.

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RESOLUTION TO BE SUBMITTED

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida, authorizing the issuance of Request for Qualifications (RFQ) No. 26-04/05 for architectural, engineering, urban design, and landscape architecture services for the historic preservation, restoration and/or rehabilitation of the Little Stage Theater, Carl Fisher Clubhouse, and demolition of the 21st Street Bandshell Project (Little Stage Theater Complex).

Issue:

Shall the City Commission authorize the issuance of RFQ No. 26-04/05?

Item Summary/Recommendation:

On July 28, 2004, the City Commission approved Resolution No. 2004-25652 awarding a professional service agreement to MC Harry for the Collins Park Cultural Center Project which includes renovation of the existing park, the Rotunda, 21st Street Parking Lot, and Streetscape improvements. MC Harry's original budget proposal to make the Rotunda a public space was \$1,357,237.

On October 15, 2004 and November 12, 2004, the Collins Park Cultural Center Oversight Committee (CPCCOC) discussed the City's improvement of the Rotunda and the Little Stage Theater Complex. As the area around the Rotunda already consists of three major cultural facilities, the discussion focused on reprogramming the funds into another public space, more specifically the Little Stage Theater Complex. The CPCCOC adopted a resolution recommending that the Administration look at the Rotunda as an art piece and not develop it into an arts performance space, in exchange for developing the Little Stage Theater Complex.

This matter was also discussed by the Cultural Arts Council (CAC) on November 5, 2004, who subsequently passed a motion recommending against converting the Rotunda to a public space and to invest the funds into renovating the Little Stage Theater Complex. These two projects were also discussed at the May 24, 2005 Finance and Citywide Projects Committee where the Committee recommended in favor of reprogramming funding that would otherwise be needed to retrofit the Rotunda into a public space to restore and renovate the Little Stage Theater Complex.

In light of the above stated, the Administration hereby seeks authorization to issue a Request for Qualifications (RFQ) for the planning, design, bid and award, and construction administration services for the historic preservation, restoration/and or rehabilitation of the Little Stage Theater Complex.

Advisory Board Recommendation:

Financial Information:

Source of Funds:	Amount	Account	Approved
	1		
	2		
	3		
	4		
	Total		

Finance Dept.

City Clerk's Office Legislative Tracking:

Carla Dixon Ext. 6264

Sign-Offs:

Department Director	Assistant City Manager	City Manager
JEC	TH	JMG

AGENDA ITEM

C7M

DATE

6-8-05

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: June 8, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE ISSUANCE OF REQUEST FOR QUALIFICATIONS (RFQ) NO. 26-04/05 FOR ARCHITECTURAL, ENGINEERING, URBAN DESIGN, AND LANDSCAPE ARCHITECTURE SERVICES FOR THE PLANNING, DESIGN, BID AND AWARD, AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE HISTORIC PRESERVATION, RESTORATION AND/OR REHABILITATION OF THE LITTLE STAGE THEATER, CARL FISHER CLUBHOUSE, DEMOLITION OF THE 21ST STREET BANDSHELL PROJECT (LITTLE STAGE THEATER COMPLEX), AND POTENTIAL RECREATION IMPROVEMENTS ADJACENT TO AND/OR PART OF THE SITE.**

ADMINISTRATIVE RECOMMENDATION

Adopt the Resolution.

FUNDING

Funding for the Project is available from the City Center Redevelopment Agency (RDA) Tax Increment Funds (TIF).

ANALYSIS

On July 28, 2004, the City Commission approved Resolution No. 2004-25652 awarding a professional service agreement to MC Harry for planning, design, bid/award and construction administration for the Collins Park Cultural Center Project. This project includes renovation of the existing park, the Rotunda, 21st Street Parking Lot, and Streetscape improvements. MC Harry's original budget proposal to make the Rotunda a public space, with restrooms/lobby addition, was \$1,357,237.

On October 15, 2004 and November 12, 2004, the Collins Park Cultural Center Oversight Committee (CPCCOC) discussed the City's capital improvement of the Rotunda and the Little Stage Theater Complex, inclusive of the Little Stage Theater, the Carl Fisher Clubhouse, and the 21st Street Bandshell. As the area around the Rotunda already consists of three major cultural facilities (Collins Park) which contain ample performance spaces, the discussion focused on investing the funds set aside for the Rotunda renovation into another public space in that area; more specifically the Little Stage Theater and the restoration of the Carl Fisher Clubhouse to better serve its current and future users. Furthermore, the CPCCOC adopted a resolution recommending that the Administration look at the Rotunda as an art piece and not develop it into an arts performance space, in

exchange for developing the Little Stage Theater Complex.

This matter was also discussed by the Cultural Arts Council (CAC) on November 5, 2004. The CAC subsequently passed a motion recommending against converting the Rotunda to a public space and to invest the funds into renovating the Little Stage Theater Complex. Based upon the aforementioned motions, MC Harry analyzed their estimates for the renovation and has estimated that construction costs to just restore the exterior of the Rotunda would be approximately \$322,024. During the April 21, 2005 Community Design Workshop for the Collins Park Project, consensus was reached on a design concept that calls for exterior restoration of the Rotunda only, and the project is now moving forward with a Basis of Design Report.

The City's Property Management Division recently completed HVAC replacements to the Carl Fisher Clubhouse and installed new Air Conditioning units. After a roof survey was completed, a JOC contract was awarded that included structural repairs to the roof support system and the complete replacement of the roof. At this time, other unfunded improvements include window and window frame replacement utilizing impact resistant glass to provide for hurricane protection, exterior structural repairs, and interior renovations. Considerable upgrades are also needed in the Little Stage Theater.

These two projects were discussed at the May 24, 2005 Finance and Citywide Projects Committee where the Committee recommended in favor of reprogramming funding that would otherwise be needed to retrofit the Rotunda into a public space to restore and renovate the Little Stage Theater Complex and proceed with issuance of an RFQ for an Architect/Engineer to begin project planning. It is also recommended that the RFQ be broad enough to include potential future recreation improvements, such as a skate plaza, should it be decided to incorporate such a facility, or other recreational facility, at a future date.

The project includes restoration and upgrades to the Little Stage Theater and Carl Fisher Clubhouse including; HVAC, fire sprinkler system, ADA, windows and doors, flooring, electrical service, lighting, furniture, fixtures and equipment (FF&E), the demolition of the bandshell and a portion of the outdoor plaza (mandala), reconfiguration of the walkways, areas adjacent to the bandshell, and restoration of the site to accommodate vehicular and pedestrian circulation routes.

The Project site has been designated a Historic Site pursuant to Ordinance 90-2698. As such, restoration of the work being planned should be sensitive to its historic uses, location and context. Both vehicular and pedestrian circulation should be incorporated into the restoration of the site, to provide the much needed parking for the facilities. The planning phase should also be cognizant of the reconfiguration planned for Washington Avenue as part of the City Center Redevelopment Area Right of Way Improvements Project, as it relates to the historic location of the entrance and parking area.

In light of the above stated, the Administration hereby requests authorization to issue the Request for Qualifications (RFQ) to obtain qualifications from professional firms with the

capability and experience to provide professional architectural, engineering, urban design, and landscape architecture services for the planning, design, bid and award, and construction administration for the historic preservation, restoration and/or rehabilitation of the Little Stage Theater, Carl Fisher Clubhouse, and 21st Street Bandshell.

The estimated cost of preserving/restoring/rehabilitating the structures on site is approximately \$1.1 Million. Funding in the amount of \$1 Million from the City Center Redevelopment Agency (RDA) Tax Increment Funds (TIF) will be reprogrammed from the Collins Park Rotunda renovation to partially fund the Little Theater Complex Project. The estimated project budget includes the following:

ESTIMATED TOTAL PROJECT BUDGET

ESTIMATED CONSTRUCTION BUDGET

• Clubhouse	\$ 339,923
• Little Stage Theater	\$ 294,340
• Bandshell	\$ 27,598
• Parking/Entrance, Irrigation & Landscaping	<u>\$ 76,665</u>

ESTIMATED CONSTRUCTION BUDGET	\$ 738,526
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ESTIMATED ARCHITECTURE/ENGINEERING COSTS (12%)	\$ 89,000
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• AIPP	\$ 11,078
• Survey and Testing	\$ 69,523
• FF&E	<u>\$ 150,000</u>
• Estimated Subtotal	\$1,058,127
• Estimated CIP Fees	<u>\$ 50,790</u>

ESTIMATED TOTAL PROJECT BUDGET:	\$1,108,917
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RFQ TIMETABLE

The anticipated schedule for this RFQ and contract approval is as follows:

RFQ to be issued	June 13, 2005
Pre-Qualification Conference	June 28, 2005
Deadline for receipt of questions	July 5, 2005
Deadline for receipt of responses	July 15, 2005
Evaluation committee meeting	September 12, 2005
Commission approval/authorization of negotiations	October 19, 2005
Contract negotiations	October 31, 2005
Projected award date	November 16, 2005
Projected contract start date	December 02, 2005

CONSULTANT TASKS

The successful firm will be tasked with the following duties and responsibilities:

Task 1 – Planning Services

Task 2 – Design Services

Task 3 – Bid and Award Services

Task 4 – Construction Administration Services

Task 5 – Additional Services

Task 6 – Reimbursable Services

Task 1 – Planning Services: The purpose of this task is to establish a consensus design concept for the referenced project that meets the needs of the community and stays within the established schedule and cost parameters. Design concepts will be presented to the affected residents and user groups in a series of Community Design Workshops (CDW). The selected firm will conduct a total of two (2) CDWs. Based on the results of the CDWs, a draft Basis of Design Report (BODR) shall be developed for presentation and approval by all applicable review committees and permitting agencies. A final BODR shall then be prepared summarizing the accepted design concept, budget level cost estimate, implementation schedule and other issues deemed relevant to the implementation of the project. The final Basis of Design Report will be presented to the City Commission for approval.

Task 2 – Design Services: The Purpose of this Task is to establish requirements for preparation of the contract documents for the Project. Note that the selected firm will be required to perform a variety of forensic tasks to verify, to the extent practicable, existing conditions and the accuracy of base maps to be used for development of the contract drawings. These tasks include, but may not be limited to, surveying, utility verification, and listing encroachments in the Right of Way using formats established for the City's Right of Way Infrastructure Improvement Program. In addition, the selected firm will follow the City standards for the preparation of contract documents, inclusive of drawings, specifications and front end documents, and cost estimates. Review submittals will be prepared at the 30%, 60%, 90% and 100% design completion stages. Contract documents will be subject to constructability and value engineering reviews to be performed by others. The selected firm will attend and participate in Community and/or user groups Design Review Meetings (CDRM) to present and discuss the design progress and concept at different stages during the design; and will work with the City to adjust / revise project scope as may be deemed necessary to meet established budgets as the design evolves through the stages of completion. The selected firm will also be responsible for reviewing and receiving approvals of its contract documents from all jurisdictional permitting agencies and boards prior to finalization. To facilitate the implementation of a Public Information Program, the selected firm will provide electronic files of all project documents, as directed by the City. City in-house Departments shall be required to respond, in writing, to all review comments. Presentation formats will be as directed by the City.

Note that the selected firm shall establish and maintain an in house Quality Assurance / Quality Control (QA/QC) program designed to verify and ensure the quality, clarity, completeness, constructability and bid potential of its contract documents.

Task 3 – Bid and Award Services: The selected firm shall assist City in bidding and award of the contract. Such assistance shall include facilitating reviews of its contract documents with applicable Procurement, Risk Management and Legal Department representatives. In addition, the selected firm shall furnish camera ready contract documents for reproduction and distribution by the City, attend pre-bid conferences, assist with the preparation of necessary addenda, attend the bid opening and assist with the bid evaluation and recommendation of award to the City. The selected firm shall provide “As-Bid” documents for use during construction.

The City may also consider awarding the project to one of the Job Order Contractors (JOC) already in place. This will facilitate an expeditious construction contract procurement and award period versus the common four to six months the City experiences when a project is advertised for competitive bidding. This decision will be made as the project design progresses.

Task 4 – Construction Administration Services: The selected firm shall perform a variety of tasks associated with the administration of the construction contract and construction management of the project. These shall include attendance at the pre-construction conference, attendance at weekly construction meetings, responding to Contractor requests for information / clarification, responding and evaluating Contractor requests for change orders / contract amendments, review of shop drawings, review of record drawings, review and processing of contractor applications for payment, specialty site visits, project closeout reviews including substantial and final punch list development and project certification, warranty administration. The City will provide day-to-day construction administration and observation service on the Project.

Task 5 – Additional Services: No additional services are envisioned at this time. However, if such services are required during the performance of the Work, they will be requested by the City and negotiated in accordance with contract requirements, and awarded according to the City's procurement process.

Task 6 – Reimbursable Services: The City may reimburse additional expenses such as reproduction costs, survey, geotechnical work and underground utility verification costs.

It is anticipated that a Firm whose specialty and primary area of expertise is in historic preservation, restoration and/or rehabilitation will head the selected Project Design Team, which should also include an urban designer/planner and a landscape architect as subconsultants, all with extensive experience in historic preservation, restoration and/or rehabilitation projects. Interested teams must demonstrate their experience in historic preservation, restoration and/or rehabilitation, and construction administration expertise, based on the successful completion of projects of similar size and complexity for other governmental and/or private entities.

EVALUATION PROCESS

The procedure for response evaluation and selection is as follows:

- Request for Qualifications issued.
- Receipt of responses.
- Opening and listing of all responses received.
- An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each response in accordance with the requirements of this RFQ. If further information is desired, respondents may be requested to make additional written submissions or oral presentations to the Evaluation Committee.
- The Evaluation Committee will recommend to the City Manager the response(s) which the Evaluation Committee deems to be in the best interest of the City by using the following criteria for selection:
 1. The experience, qualifications and (portfolio) of the Principal (**15** points).
 2. The experience, qualifications and (portfolio) of the Project Manager (**20** points).
 3. The experience and qualifications of the professional personnel assigned to the Project Team (**10** points).
 4. Willingness to meet time and budget requirements as demonstrated by past performance (**5** points).
 5. Certified minority business enterprise participation (**5** points). Either the Prime Consultant or the sub-Consultant team may qualify for proof of certification for minority business enterprise participation. Accepted minority business enterprise certifications include the Small Business Administration (SBA), State of Florida, or Miami-Dade County.
 6. Location (**5** points).
 7. Recent, current, and projected workloads of the firms (**5** points).
 8. The volume of work previously awarded to each firm by the City (**5** points).
 9. Demonstrated successful similar projects (**15** points).
 10. Demonstrated success in leading active collaborative stakeholder processes to achieve consensus on program and design in similar size and scope projects based on budget and size (**15** points).
- The City may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations.
- After considering the recommendation(s) of the Evaluation Committee, the City Manager shall recommend to the City Commission the response or responses acceptance of which the City Manager deems to be in the best interest of the City.
- The City Commission shall consider the City Manager's recommendation(s) in light of the recommendation(s) and evaluation of the Evaluation Committee and, if

appropriate, approve the City Manager's recommendation(s). The City Commission may reject City Manager's recommendation(s) and select another response or responses. In any case, City Commission shall select the response or responses acceptance of which the City Commission deems to be in the best interest of the City. The City Commission may also reject all proposals.

- Negotiations between the selected respondent and the City take place to arrive at a contract price. If the City Commission has so directed, the City may proceed to negotiate a contract price with a respondent other than the top ranked respondent if the negotiations with the top ranked respondent fail to produce a mutually acceptable contract price within a reasonable period of time.
- A proposed contract or contracts are presented to the City Commission for approval, modification and approval, or rejection.
- If and when a contract or contracts acceptable to the respective parties is approved by the City Commission, the Mayor and City Clerk sign the contract(s) after the selected respondent(s) has (or have) done so.

The Administration recommends that the Mayor and the City Commission of Miami Beach, Florida approve and authorize the issuance of Request for Qualifications (RFQ) No. 26-04/05 for architectural, engineering, urban design, and landscape architecture services for planning, design, bid and award, and construction administration services for the historic preservation, restoration and/or rehabilitation of the Little Stage Theater Complex.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE ISSUANCE OF REQUEST FOR QUALIFICATIONS (RFQ) NO. 26-04/05 FOR ARCHITECTURAL, ENGINEERING, URBAN DESIGN, AND LANDSCAPE ARCHITECTURE SERVICES FOR THE PLANNING, DESIGN, BID AND AWARD, AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE HISTORIC PRESERVATION, RESTORATION AND/OR REHABILITATION OF THE LITTLE STAGE THEATER, CARL FISHER CLUBHOUSE, AND DEMOLITION OF THE 21ST STREET BANDSHELL PROJECT (LITTLE STAGE THEATER COMPLEX).

WHEREAS, on July 28, 2004, the City Commission approved Resolution No. 2004-25652 awarding a professional service agreement to MC Harry for the Collins Park Cultural Center Project; and

WHEREAS, that Project includes renovation of the existing park, the Rotunda, 21st Street Parking Lot, and streetscape improvements; and

WHEREAS, MC Harry's original budget proposal to make the Rotunda a public space was \$1,357,237; and

WHEREAS, on October 15, 2004, and November 12, 2004, the Collins Park Cultural Center Oversight Committee (CPCCOC) discussed the City's improvement of the Rotunda and the Little Stage Theater, Carl Fisher Clubhouse, and the 21 Street Bandshell Project (Little Stage Theater Complex); and

WHEREAS, it was determined that the area around the Rotunda already consists of three major cultural facilities, which contained ample performance spaces; and

WHEREAS, the CPCCOC discussion focused on investing the funds set aside for the Rotunda renovation into another public space, more specifically the Little Stage Theater Complex; and

WHEREAS, the CPCCOC adopted a resolution recommending that the Administration look at the Rotunda as a work of art and not develop it into an arts performance space, in exchange for developing the Little Stage Theater Complex; and

WHEREAS, this matter was also discussed by the Cultural Arts Council (CAC) on November 5, 2004, which subsequently passed a motion recommending against converting the Rotunda into a public space, but instead, to invest the funds into renovating the Little Stage Theater Complex; and

WHEREAS, these two projects were discussed at the May 24, 2005 Finance and Citywide Projects Committee where the Committee recommended reprogramming funding that would otherwise be needed to retrofit the Rotunda to restore and renovate the Little Stage Theater Complex and proceed with issuance of an RFQ for an Architect/Engineer to begin project planning; and

WHEREAS, the Administration hereby seeks authorization to issue a Request for Qualifications (RFQ) for the planning, design, bid and award, and construction administration services for the historic preservation, restoration/and or rehabilitation of the Little Stage Theater Complex.

WHEREAS, funding for the Project is available from City Center Redevelopment District Tax Increment Funds (TIF); and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, authorizing the issuance of Request for Qualification (RFQ) No. 26-04/05 for architectural, engineering, urban design, and landscape architecture services for the planning, design, bid and award, and construction administration services for the historic preservation, restoration and/or rehabilitation of the Little Stage Theater Complex.

PASSED AND ADOPTED this the _____ day of _____, 2005.

MAYOR

ATTEST:

CITY CLERK

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

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M. J. [Signature] 6-3-05
City Attorney Date

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**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution approving the settlement of City liens on real property located at 1735 Bay Drive, Miami Beach, Florida, resulting from Special Master Case Numbers JC02000072, JC04000061, JC04000062, JC990753, JC990754, Utility Bill #500790 and City Bill #CB60569 and providing that the liens in the amount of \$182,972.69 be settled for the amount of \$18,660.75.

Issue:

Shall the Commission approve this lien settlement?

Item Summary/Recommendation:

The property located at 1735 Bay Drive, Miami Beach, Florida, has accumulated liens in the amount of \$182,972.69 that have accrued since 1999. The liens include an outstanding Utility Bill (\$1,527.25), a City Bill for lot cleaning (\$584.36) and five separate Code Compliance liens consisting of a variety of issues including derelict vehicles (\$46,161.09), trash and debris (\$64,500.89), and the inappropriate location and construction of a shed (\$33,098.28), keeping of more than four (4) dogs (\$75.00) and erecting a dog kennel without a permit (\$37,025.82).

The property was owned by Elio and Ofelia Mora who were married and resided at the property. The Mora's separated in July 2001 at which time Mr. Mora ceased residence at 1735 Bay Drive. The Mora's marriage was officially dissolved in May 2004. The attorney representing Mrs. Mora has indicated that she has a disability which interfered with her ability to appropriately respond to and deal with the Code violations which were placed upon the property ultimately resulting in liens. In recognition of Mrs. Mora's disability, the settlement that is recommended for this property results in a payment to the City of \$18,660.75 which pays in full the outstanding Utility Bill (\$1,527.25), the outstanding City Bill for lot cleaning (\$584.36) and \$16,549.14 representing one half the cost of the one Code Violation which resulted in the lien while the property was jointly occupied by Mr. and Mrs. Mora. The Administration recommends that an amount of \$18,660.75 be approved by the Mayor and City Commission as a settlement amount for the liens associated with 1735 Bay Drive.

Advisory Board Recommendation:

Financial Information:

Source of Funds:		Amount	Account	Approved
<div style="border: 1px solid black; width: 80px; height: 40px; margin: 0 auto;"></div> Finance Dept.	1			
	2			
	3			
	4			
	Total			

City Clerk's Office Legislative Tracking:

Robert C. Middaugh

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM

C7N

DATE

6-8-05

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: June 8, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE SETTLEMENT OF A CITY LIEN ON REAL PROPERTY LOCATED AT 1735 BAY DRIVE, MIAMI BEACH, FLORIDA, OWNED BY ELIO AND OFELIA MORA, RESULTING FROM SPECIAL MASTER CASE NOS. JC02000072, JC04000061, JC04000062, JC990753, JC990754, UTILITY BILL #500790 AND CITY BILL #CB60569 PROVIDING THAT THE LIENS IN THE AMOUNT OF \$182,972.69 PLUS INTEREST BE SETTLED FOR THE AMOUNT OF \$18,660.75.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The property at 1735 Bay Drive has liens in the amount of \$182,972.69 that have accrued since 1999. The liens include an outstanding Utility Bill (\$1,527.25), a City Bill for lot cleaning (\$584.36) and five separate Code Compliance Liens consisting of a variety of issues including derelict vehicles (\$46,161.09), trash and debris (\$64,500.89), and the inappropriate location and construction of a shed (\$33,098.28), keeping of more than four (4) dogs (\$75.00) and erecting a dog kennel without a permit (\$37,025.82).

The property was owned by Elio and Ofelia Mora who were married and resided at the property. The Mora's separated in July 2001 at which time Mr. Mora ceased residence at 1735 Bay Drive. The Mora's marriage was officially dissolved in May 2004.

In discussion of the various liens on the property, the attorney representing Mrs. Mora has indicated that she has a disability that has limited and interfered with her ability to appropriately respond to and deal with the Code violations which were placed upon the property ultimately resulting in liens. Attached is a letter from Mr. Juan Carlos Perez, Mrs. Mora's attorney, indicating the state of her disability.

In recognition of Mrs. Mora's disability, the settlement that is recommended for this property results in a payment to the City of \$18,660.75 which pays in full the outstanding Utility Bill (\$1,527.25), the outstanding City Bill for lot cleaning (\$584.36) and \$16,549.14 representing one half the cost of the one Code Violation which resulted in the lien while the property was jointly occupied by Mr. and Mrs. Mora.

Funds to pay this lien in full have been escrowed as part of the closing with the purchaser of the property, who currently resides in the neighborhood. The property sold for \$420,000.00. The total proceeds from the sale of the property are \$308,906.10, of which Mrs. Mora will receive 74% pursuant to the terms of the divorce decree. This amount will be used for Mrs. Mora's long term care and living expenses, per the attached letter from her attorney.

The new owner's intention is to occupy the property, to make appropriate and necessary improvements, which to this point in time has been a problem for Mrs. Mora and by extension, the neighborhood. The settlement agreement will allow the property transaction to be completed.

JMG\RCM\sam

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Attachments

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE SETTLEMENT OF A CITY LIEN ON REAL PROPERTY LOCATED AT 1735 BAY DRIVE, MIAMI BEACH, FLORIDA, OWNED BY ELIO AND OFELIA MORA, RESULTING FROM SPECIAL MASTER CASE NOS. JC02000072, JC04000061, JC04000062, JC990753, JC990754, UTILITY BILL #500790 AND CITY BILL #CB60569 PROVIDING THAT THE LIENS IN THE AMOUNT OF \$182,972.69 PLUS INTEREST BE SETTLED FOR THE AMOUNT OF \$18,660.75.

WHEREAS, the property located at 1735 Bay Drive has accumulated Code fines resulting from Special Master Case Nos. JC02000072, JC04000061, JC04000062, JC990753, JC990754, Utility Bill #500790 and City Bill #CB60569 in the amount of \$182,972.69 plus interest; and

WHEREAS, the property owners present extenuating personal and medical conditions, and the Administration recommends that an amount of \$18,660.75 be approved by the Mayor and City Commission as a settlement amount for the liens associated with 1735 Bay Drive;

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that a settlement for City liens at the property located at 1735 Bay Drive, Miami Beach, Florida, in the amount of \$182,972.69 (Special Master Case Nos. JC02000072, JC04000061, JC04000062, JC990753, JC990754, Utility Bill #500790 and City Bill #CB60569) is hereby approved and is settled for \$18,660.75; and further that the City Manager shall be authorized to execute any and all necessary documents to complete such lien releases and settlement subject to the approval of the Special Master.

PASSED and ADOPTED this ____ day of _____, 2005.

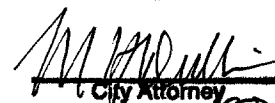
Mayor David Dermer

ATTEST:

City Clerk

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**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney
6-3-05

Date

JUAN CARLOS PEREZ, P.A
LAW OFFICE, ATTORNEY AT LAW
301 EAST PINE STREET, SUITE 150
ORLANDO, FLORIDA 32801
(407) 835-3635, Telephone
(407) 835-3601 fax

April 21, 2005

Mr. Robert Middaugh
Assistant City Manager
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139

VIA FAX

RE; The marriage of Elio Mora and Ofelia Mora Case No.
03-20643 FC 07, and the realty at 1735 Bay Drive Miami
Beach, Florida 33141.

Dear Mr. Middaugh.:

As you know the undersigned represents Ofelia Mora. As I have stated in previous correspondence, the background of this matter is that Elio and Ofelia Mora went through a divorce and the only substantial asset of the marriage is the marital home located in Miami Beach, Florida. Mrs. Mora is legally disabled due to a psychiatric condition involving by-polar disorders, and Mr. Mora agreed in a marital settlement agreement to provide a substantial share of the net proceeds of the sale of the marital home, as lump sum alimony for the care of Mrs. Mora. The court approved the marital settlement agreement entered into between the parties in the divorce proceeding.

Mrs. Ofelia Mora is a disabled person under United States laws. Upon the separation of the parties, which was not amicable, Mr. Mora became separated from Mrs. Mora and left her in the parties marital residence located at 1735 Bay Drive, Miami Beach, Florida 33141. Since that time Mrs. Mora remained living in the marital home but lacked the financial resources to properly maintain this home. Further, she lacked the physical and mental capacity to properly maintain this home, as well as to properly care for her own personal health needs. Mrs. Mora has immediate health issues which need to be addressed and this is readily apparent upon meeting with Mrs. Mora. She has lacked finances to properly care for herself. She needs surgery to correct a finger that broke but healed improperly and she needs dental care. Mrs. Mora being separated from Mr. Mora,

having her health related disabilities, and not having an immediate family member to care for her, is needing proper attention. I have received telephone calls from her son who has stated that a guardianship proceeding is being considered at this time to be implemented when the moneys become available for Mrs. Mora. Regarding the house, the issues of the City Code violations occurred, as I have stated, due to Mrs. Mora's health related disabilities and limitations. What may appear like simple issues like mowing the lawns and painting the roof areas of the house, were things that clinically Mrs. Mora was not able to do. These violations accrued into substantial sums of money.

Mrs. Mora will need the proceeds of the sale of the marital home to purchase a new place for her to live in, if possible, and the remaining sums should be used for her basic monthly living needs. The net proceeds of the sale of the house due to her, should be placed in a legal trust or guardianship, with proper legal safeguards to protect her moneys for her care. It will be very difficult to cover all of Mrs. Mora's needs due to the high cost of living and of housing in Miami Dade County.

It is my understanding from our discussions that the City agrees to charge a total of \$16,549.13 for the outstanding City Code violations, plus \$1,527.25 for the utilities due, and \$584.36 for the sewer dues, for a total of \$18,660.75; These terms are reasonable and acceptable, and I would appreciate that this matter proceed to the City Commission for approval of these terms immediately.

As you know there is a pending valid real estate purchase and sale contract over this property, and time is of the essence for the buyer and sellers.

Thanking you for your courtesies and cooperation regarding this very sensitive matter, I remain,

Yours Truly,

Juan Carlos Perez, Esq.

cc. Mrs. Ofelia Mora, Mr. Elio Mora, Mrs. Dawn Martinez.

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